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County of Los Angeles
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"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
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December 17, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

63-C December 17, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**SUCCESSOR MEMORANDA OF UNDERSTANDING FOR
BARGAINING UNITS 131, 132, 401, 421, 501, 502, 511, AND 512
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

Approve the successor Memoranda of Understanding (MOUs) for bargaining units 131 (Appraisers); 132 (Supervisory Appraisers); 401 (Plant Operating Engineers); 421 (Automotive and Equipment Maintenance and Repair); 501 (Professional Engineers); 502 (Supervisory Engineers); 511 (Engineering Technicians); and 512 (Supervising Engineering Technicians).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying successor MOUs between the County of Los Angeles and California Association of Professional Employees (CAPE) for the following bargaining units:

Unit 131 – Appraisers;
Unit 132 – Supervising Appraisers;
Unit 501 – Professional Engineers;
Unit 502 – Supervising Professional Engineers;
Unit 511 – Engineering Technicians;
Unit 512 – Supervising Engineering Technicians.

2. Approve the accompanying successor MOU between the County of Los Angeles and the International Union of Operating Engineers, Local 501, AFL-CIO, for the following bargaining unit:

Unit 401 – Plant Operating Engineers.

3. Approve the accompanying successor MOU between the County of Los Angeles and the American Federation of State, County, and Municipal Employees Council 36, Local 119, for the following Bargaining unit:

Unit 421 - Automotive and Equipment Maintenance and Repair.

4. Instruct the Auditor-Controller to make all payroll system changes necessary to implement the changes in the agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

1. Provide the terms and conditions of each of the aforementioned MOUs for two (2) years; October 1, 2013, through September 30, 2015, for Bargaining Units 131 (Appraisers); 132 (Supervisory Appraisers); 401 (Plant Operating Engineers); 421 (Automotive and Equipment Maintenance and Repair); 501 (Professional Engineers); 502 (Supervisory Engineers); 511 (Engineering Technicians); and 512 (Supervising Engineering Technicians).

2. Provide for a salary cost of living increase of 6% (24 levels) with 2% effective October 1, 2013; 2% effective October 1, 2014; and 2% effective April 1, 2015.

Implementation of Strategic Plan Goals

The actions recommended in this letter promote workforce excellence by providing for continuation of the County's wage and benefit structure in a financially responsible manner.

FISCAL IMPACT/FINANCING

The salary cost of living increases for the term of the aforementioned contracts has been factored into the county budget for FY 2013-2014.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The accompanying amendments have been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementation of an electronic health record system is expected to improve efficiency in the provision of County medical services.

The Honorable Board of Supervisors

12/17/2013

Page 3

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a long horizontal line extending to the right.

WILLIAM T FUJIOKA

Chief Executive Officer

WTF:JA:RM

MPP:mj

Enclosures

c: Auditor Controller
County Counsel
Executive Office, Board of Supervisors

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
APPRAISERS NON-SUPERVISORY
EMPLOYEE REPRESENTATION UNIT

This MEMORANDUM OF UNDERSTANDING made and entered into this 17th day of
December, 2013;

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter
referred to as "County")

AND

California Association of Professional
Employees (hereinafter referred to as CAPE
or "Union").

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ARTICLE 1 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, CAPE was certified on April 23, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. R-94-69) as the majority representative of County employees in the Appraisers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes CAPE as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the following employee classifications comprising said Unit, as well as such classes as may be added hereafter by the Employee Relations Commission:

| <u>Item No.</u> | <u>Title</u> |
|-----------------|--|
| 1960 | Appraiser Trainee |
| 1958 | Appraiser Assistant |
| 1962 | Appraiser |
| 1965 | Appraiser Specialist I |
| 1969 | Appraiser Specialist II |
| 1978 | Assistant Property Assessment Specialist |
| 1979 | Property Assessment Specialist |

Section 2. Exclusive Recognition

Management agrees that it shall recognize CAPE as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and CAPE has shown it has met the requirements of any such new rules.

ARTICLE 2 NON-DISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, or disability.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors.

It is agreed that this Memorandum of Understanding shall not be binding upon the parties

either in whole or in part unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

In the event the County Board of Supervisors fails to take all of the aforementioned acts necessary to implement this Memorandum of Understanding, it is agreed and understood by the parties that this entire Memorandum of Understanding shall be thereafter null and void.

ARTICLE 4 TERM

The provisions of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness defined in Article 3, Implementation are fully met and shall expire at midnight, September 30, 2015, unless the parties have reached agreement on a successor Memorandum of Understanding by that date in accordance with the provisions of Article 5, Renegotiation.

In no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 15, 2015 through May 31, 2015, its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than June 15, 2015. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 15, 2015, unless the parties mutually agree to continue negotiations.

ARTICLE 6SALARIESSection 1.Recommended Salary Adjustments

The parties agree to jointly recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated:

| ITEM NO | ITEM CLASSIFICATION | EFFECTIVE DATE | NOTE | SCH | MINIMUM RATE | MAXIMUM RATE |
|------------|-------------------------------------|-------------------|------|-----|-----------------|-----------------|
| 1962 | APPRAISER | CURRENT | NMY | 78C | 3495.27 | 6002.82 |
| | | 10/01/2013 | NMY | 78L | 3564.36 | 6122.09 |
| | | 10/01/2014 | NMY | 79H | 3634.09 | 6244.55 |
| | | 04/01/2015 | NMY | 80E | 3705.73 | 6368.91 |
| 1958 | APPRAISER'S ASSISTANT | CURRENT | NM | 68C | 2675.27 | 3495.27 |
| | | 10/01/2013 | NM | 68L | 2728.36 | 3564.36 |
| | | 10/01/2014 | NM | 69H | 2781.45 | 3634.09 |
| | | 04/01/2015 | NM | 70E | 2836.00 | 3705.73 |
| 1965 | APPRAISER SPECIALIST I | CURRENT | NM | 92C | 5101.45 | 6690.27 |
| | | 10/01/2013 | NM | 92L | 5203.27 | 6823.36 |
| | | 10/01/2014 | NM | 93H | 5307.00 | 6959.64 |
| | | 04/01/2015 | NM | 94E | 5412.45 | 7098.18 |
| 1969 | APPRAISER SPECIALIST II | CURRENT | NM | 94C | 5385.73 | 7063.09 |
| | | 10/01/2013 | NM | 94L | 5492.64 | 7203.45 |
| | | 10/01/2014 | NM | 95H | 5602.09 | 7347.64 |
| | | 04/01/2015 | NM | 96E | 5713.73 | 7494.18 |
| 1960 | APPRAISER TRAINEE | CURRENT | | F | | 3284.09 |
| | | 10/01/2013 | | F | | 3349.77 |
| | | 10/01/2014 | | F | | 3416.77 |
| | | 04/01/2015 | | F | | 3485.11 |
| 1978 | ASST PROPERTY ASSESSMENT SPECIALIST | CURRENT | NM | 84C | 4106.36 | 5385.73 |
| | | 10/01/2013 | NM | 84L | 4187.82 | 5492.64 |
| | | 10/01/2014 | NM | 85H | 4271.18 | 5602.09 |
| | | 04/01/2015 | NM | 86E | 4356.27 | 5713.73 |
| 1979 | PROPERTY ASSESSMENT SPECIALIST | CURRENT | NM | 92C | 5101.45 | 6690.27 |
| | | 10/01/2013 | NM | 92L | 5203.27 | 6823.36 |
| | | 10/01/2014 | NM | 93H | 5307.00 | 6959.64 |
| | | 04/01/2015 | NM | 94E | 5412.45 | 7098.18 |

Section 2.

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that salaries were determined independently of race, gender, age, or national origin.

Section 3.

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human

Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days.

Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

ARTICLE 7 SPECIAL PAY PRACTICES AND PROVISIONSSection 1. Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift or normal workweek and departure from his work location, the employee shall receive a minimum payment of four hours' pay at the rate of time and one-half.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled workday and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back.

Section 2. Superior Subordinate Pay

The Director of Personnel shall authorize compensation for a supervisor at a rate of \$1.00 per month more than the base rate of his highest paid subordinate, when the qualifying conditions are met as provided by Section 6.10.070 of the County Code.

Section 3. Laundry Allowance

A laundry and dry cleaning allowance of \$20.00 per week is to be paid to Appraisers assigned to work outside the County of Los Angeles for periods in excess of 14 calendar days.

Section 4. Travel Expense

Employees covered herein who are required to travel on County business shall be entitled to reimbursement for expenses pursuant to Section 5.40.060 of the County Code.

Rates will be adjusted pursuant to the procedures and provisions contained in Section 5.40.095 of the County Code.

Section 5. Leave Day

Employees covered herein who, as a result of their assignment, are required to be absent from Los Angeles County for a period of twenty-five (25) consecutive calendar days or more shall receive one-half ($\frac{1}{2}$) day leave at regular pay, for each weekend spent out of Los Angeles County as a result of their assignment, subject to a limit of eight (8) days per employee per fiscal year. In addition, employees absent from Los Angeles County for a period of thirty-five (35) consecutive calendar days or more shall receive an additional one (1) full day leave at regular pay.

Section 6. Trips Home

Any person covered by this contract shall be entitled to make one trip home at County expense for each thirty (30) consecutive calendar days that person is assigned to work outside of the County of Los Angeles.

Section 7. Telephone Calls Home

Any person covered by this contract shall be entitled to make one telephone call home at County expense for each 7 consecutive calendar days that person is assigned to work outside the County of Los Angeles.

Section 8. Advanced State Certification

Any person who is employed on a permanent, full-time position covered by this contract will receive additional compensation of \$55.00 per pay period (\$110.00 per month) through June 30, 2007, if the person possesses an advanced Appraiser Certification issued by the State Board of Equalization, as described in Section 671 of the Revenue & Taxation Code.

Any person who is employed on a permanent, full-time position covered by this contract will receive additional compensation of \$65.00 per pay period (\$130.00 per month) commencing July 1, 2007 if the person possesses an advanced Appraiser Certification issued by the State Board of Equalization as of June 30, 2007, as described in Section 671 of the Revenue and Taxation Code.

Any person, who earns an advanced Appraiser Certification on July 1, 2007 or after, will receive the \$65.00 per pay period (\$130.00 per month) additional compensation effective the first day of the following calendar month in which the Certification is issued.

The parties agree that employees may use County time when taking the examination for Advanced State Certification if the examination is taken in Los Angeles County.

Section 9. Performance Evaluations

Any reference to production rates in performance ratings will be within the guidelines promulgated by the Assessor Department in Operating Practice #2342-1-0.

Section 10. Assignment of Additional Responsibilities

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representative and the Chief Executive Office.

The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If any employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, upon his/her request

he/she shall be returned to an assignment in his/her own classification until notified of the CEO's approval in writing.

To qualify for this additional compensation a full-time permanent employee must either:

1. Perform all the significant duties of a higher level class for more than 20 consecutive working days. The bonus shall be two standard salary schedules, unless the difference between the employee's class and the higher level class is less than two standard salary schedules. In this case, the bonus shall be the difference between the two classes.
2. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. In this case, the bonus shall be two standard salary schedules.

The additional compensation shall begin on the first day the additional responsibilities are assigned by management and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an

employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 13 for the same assignment.

The additional compensation provided in this Section shall not constitute a base rate.

Section 11. Professional Association Dues

Effective July 1, 2007, Management agrees to pay up to \$80 (increased from \$60 previously, annually for reimbursement of dues for the following professional associations:

- ! International Association of Assessing Officers (IAAO)
- ! Society of Auditor Appraisers (SAA)
- ! Appraisal Institute
- ! American Society of Appraisers (ASA)

ARTICLE 8 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

A. Non-Exempt Employees

The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Employees may elect to accrue up to 40 hours of FSLA overtime worked to be used as compensatory time off in lieu of pay, at the rate of time and one-half (1 ½) for each hour of overtime worked. This accrued time is to be used as compensatory time off in lieu of pay within the end of the following two (2) years.

Section2. Distribution of Overtime

Management shall assign overtime worked as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Section3. Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when required to meet the County's public service obligation.

Section 4. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 5. Department Head Authority

Department Heads may pay overtime to exempt employees in lieu of compensatory time off when the Department Head deems it essential to the effective operation of the department and its mission, subject to approval of the Chief Executive Office.

Section 6.

On or after March 1, 2000, at the employee's option, time "on the books" may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

ARTICLE 9 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 10 BULLETIN BOARDS

Management will furnish CAPE bulletin board space not to exceed 17" x 27" at reasonable locations. The boards shall be used only for the following subjects:

- A. CAPE recreational, social and related news bulletins;
- B. Schedule CAPE meetings;
- C. Information concerning CAPE elections or the results thereof;
- D. Reports of official business of CAPE including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved by the Assessor or his authorized representative.

Prior to posting, any material shall be initialed by an authorized representative of both CAPE and the Assessor.

In cases where CAPE represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by CAPE at the work location.

ARTICLE 11 SAFETYSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. CAPE will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his area representative to the local facility safety office.

On any matter of safety that is not resolved by the safety officer within a reasonable period of time, the area representative may confer with the safety officer who will respond in writing.

If the area representative is not satisfied with the response of the safety officer, a CAPE representative may consult with the Chief of the Health, Safety, Disability and Benefits Division of the Department of Human Resources or his designate. A representative of such branch shall investigate the matter and advise the Assessor and CAPE of his findings, and recommendations, if any.

Section 2.

Management and CAPE mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

ARTICLE 12 WORK SCHEDULES

Section 1. Schedule Changes

Management will not change the scheduled workweek or daily shift time without prior notice to CAPE and consultation with CAPE upon request. Any change of workweek or daily shift time shall require a prior notice of five working days to the concerned employee.

Upon management deciding to modify the workweek by adding Saturday, Sunday, and/or evening hours, there shall be an equitable distribution of said hours by classification among all the employees in the unit.

Section 2. Emergency Schedule Changes

Nothing herein shall limit the authority of the Assessor to make assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignment shall not extend beyond the period of such emergency.

Section 3. Alternative Work Schedules/Telecommuting

Employees may request an alternative work schedule such as a nine (9) day, 80-hour two week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor

Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

Nothing herein shall limit the authority of the Assessor to make changes to the workweek or daily shift times, as provided for in Section 1.

Individual employees may request to telecommute. Management will select those persons to participate in telecommuting, and will determine the parameters of the telecommuting program. All employees will be deemed eligible to participate in telecommuting unless Management determines that the individual employee cannot effectively telecommute because of his/her skills, work assignment, experience or prior performance. It is agreed that telecommuting is a voluntary program and participation can be terminated at any time by either Management or the participating employee.

ARTICLE 13 OUT-OF-CLASS ASSIGNMENTSection 1. Definitions

- A. For the purpose of this article, an out-of-class assignment is the permanent full-time performance of all the significant duties of an allocated vacant funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid for pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall, upon the employee's or union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid;

return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid;

or pay the employee the bonus. The bonus is paid from the date of request for relief and terminates when the conditions of this Article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full-time basis.

- B. It is the intent of management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classification work, or to

assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. A written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.
- F. Management shall provide CAPE on a quarterly basis a list of employees within this bargaining unit who are receiving an out- of-class assignment bonus, during the term of this agreement.

ARTICLE 14 PARTICIPATION IN TUITION REIMBURSEMENT PROGRAMSection 1.

The Assessor's Department is encouraged to implement the provisions of the County Code, Chapter 5.52, Tuition Reimbursement Program. In conformance with the provisions of Section 5.52.030 of the County Code, Departmental Advisory Committee, the Assessor Department Committee on Tuition Reimbursement shall include at least two employees from this unit on said committee. No more than one employee may represent each of the Real Property and Personal Property sections.

Section 2.

The Committee shall meet to review courses requested by employees under provisions of the County approved tuition reimbursement plan in order to recommend courses and classifications eligible for such courses to be included in the annual tuition reimbursement request.

Section 3.

The Committee will meet at least once during the term of this Memorandum of Understanding, at a time to be designated by the Assessor's Department Management.

Section 4.

The Committee will further meet upon the written request of the employee representatives on the Committee, at a timely mutually acceptable to departmental management and employee representatives, provided such written request is

accompanied by a written agenda and includes subjects appropriate to be discussed under this article. However, in no event shall the Assessor's Department be required to meet more than two times under provisions of this section.

Section 5. Reimbursement-Required Books

Employees shall be reimbursed for the cost of the required book(s) used under provisions of the Tuition Reimbursement Program.

Section 6. Program Funding Re-Opener

Parties shall meet by or before December 2013 and by or before December 2014 to discuss reinstatement and funding of Tuition Reimbursement Program.

ARTICLE 15 PAYCHECK ERRORSA. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a pay check correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. Departmental Payroll Sections shall process such requested corrections to the Auditor-Controller within five (5) working days.
3. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
4. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute pay check errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.

2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 16 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

Section 2. Definitions

1. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in a informal manner between the employee and his immediate supervisor.
2. "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. CAPE agrees to encourage an employee to discuss his complaint with his immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him at a mutually satisfactory time.

2. Departmental management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his grievance to the proper agency or authority.
 - C. CAPE agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

Section 4. Waivers and Time Limits

1. Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level of reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his written grievance, and to represent him in formal grievance meetings. The grievant may be required by either party to be present in meetings with management for purposes of discussing the grievance.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his immediate supervisor to absent himself from his duties to attend a grievance meeting. The employee representative shall give his supervisor reasonable advance notice to ensure that his absence will not unduly interfere with departmental operations.
3. An employee may represent his grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a management representative to be present at such meeting.
3. Management shall notify CAPE of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. A CAPE representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the CAPE representative elects to attend any formal grievance meeting, he must inform departmental Management prior to such meeting. The department may also designate a management representative to be present at such meeting.

Section 7. Procedure

Step 1. Supervisor

- A. Within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from his knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he requests from his departmental management.

The employee shall submit two copies to his immediate supervisor and retain the third copy.

- B. Within ten business days the immediate supervisor shall give his decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten business days from his receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by his department head. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him.

- B. Within ten business days from receipt of the grievance, the middle management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3. Department Head

- A. Within ten business days from his receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.
- B. Within ten business days from the receipt of the employee's grievance, the department head or his designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employees.
- C. If the department head or his designated representative fails to give a decision within the specified time limit, CAPE shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or his designated representative shall be final, unless the grievance is submitted to arbitration pursuant to Section 8 hereof.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the department head or his designated representative, CAPE may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters within the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County Department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986, will not be referred to arbitration.
3. In the event CAPE desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected, which written request shall:
- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and

- B. Request that said Employee Relations Commission, pursuant to its applicable Rules and Regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance as provided for herein.
4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
5. Prior to a hearing by an arbitrator, a representative of the County and CAPE shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and CAPE cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon CAPE. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of a decision and award requiring legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Recognition
 - Implementation
 - Term
 - Renegotiation
 - Non-Discrimination
 - Safety and Health
 - Payroll Deductions and Dues
 - Authorized Agents
 - Provisions of Law

ARTICLE 17 GRIEVANCE - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between CAPE and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where either CAPE or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, such party may request in writing that a meeting be held with the authorized representatives of the other party who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved; the initiating party shall have the right to meet with the principal representative(s) of the other party who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean its Director of Personnel or his authorized representative, and any other County department head or his authorized representative, who has authority to resolve the matter.

- C. Within thirty (30) business days after the meeting provided in B above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, of Article 17, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 17 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 17 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of the employees in the unit, as distinguished from the rights of the individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 17 hereof.

ARTICLE 18 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 17, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievance on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986, will not be referred to arbitration.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by outside counsel, and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within 10 working days of his selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award

requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 19 EMPLOYEE REPRESENTATIVES

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of Employee Representatives agreed upon by CAPE and the Assessors Department. CAPE shall give the Assessor and the Chief Executive Office a written list of the names of employees selected as Employee Representative which list shall be kept current by CAPE and only employees designated as authorized Employee Representative will be recognized by the County.

CAPE agrees that whenever investigation or the processing of a formal grievance is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Employee Representatives desiring to leave their work location to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering other work locations, the Employee Representative shall inform the supervisor of the nature of his business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be

made available, the Employee Representative will be informed when the employee will be made available.

The Employee Representative shall perform the aforementioned duties without loss of pay.

ARTICLE 20 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1 to September 30, 2015, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: Employee name, employee number, job classification, department name and name of Union from which dues deduction are to be canceled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within 10 business days after the close of the withdrawal period.

Section 3. Agency Election

If any time during the term of the this Memorandum of Understanding, thirty (30) percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time of its choosing during the term of this Memorandum of Understanding to determine whether a majority of the employees in the bargaining unit covered by this agreement are in favor of an agency fee agreement provided in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the result of the election. The Union shall be responsible for the cost of the election.

If a majority of the employees in the Bargaining Unit, who casts ballots, vote in favor of an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately thereafter, the Union through the Employee Relations Commission shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the

Union a service fee as provided in G.C. 3502.5(a)

If the majority of employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4.

If a majority of those employees voting, vote in favor of an agency ship, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.

B. Religious Objections

An employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to join or financially supporting public employee organizations, shall not be required to join or financially support the

Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be collected through payroll deduction and remitted to the Union. The Union shall forward such funds to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Rescission

It is mutually agreed by the parties that the Agency shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this agreement.

D. Union Responsibilities

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and to all Unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

The union agrees to provide notice and maintain constitutionally acceptable

procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided for in Chicago Teachers Union Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066b (1986). Such notice and procedures shall be provided to non-member agency fee payers in each year that the agency shop agreement is in effect.

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of understanding must either join the Union; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to both the Union and departmental payroll office. If the form is completed and returned within thirty (3) working days, the County Auditor shall commence and continue a payroll deduction of an Agency Shop Fee, from the regular pay warrants of such employee.

The effective date of deducting Union dues, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current

employees, whichever is later.

G. Employee Lists

The Auditor-Controller will furnish the Union with monthly lists of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, classification, title, item number, item sub, item step salary rate, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. The employee lists shall be provided to the Union at costs to be determined by the Auditor-Controller.

Section 5. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 21 WORK ACCESS

A Business Representative of CAPE shall have access to the County's facilities during work hours for the purpose of conducting grievance investigations and observing working conditions. He shall request authorization for the visit by contacting the Department Head or his designated representative two (2) hours prior to the visit. A shorter notification period may prove acceptable by mutual agreement between the parties.

CAPE shall give to the Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by CAPE. Access to work locations will only be granted to representatives on the current list.

New Employee Orientation

Management agrees to allow CAPE representatives to make a presentation of thirty (30) minutes or less on the benefits of CAPE membership to each class of new employees entering the Unit.

Additionally, Management agrees to furnish each new employee entering the Unit with a packet of information supplied by CAPE explaining to the employee both his/her rights under the Employee Relations Ordinance, the status of CAPE as the certified majority representative, and material related to the services and employee benefit programs offered by CAPE. CAPE shall inform employees that the County does not endorse any of the benefit programs offered by the Union.

Employee Lists

The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, classification title, item number item sub, item step salary rate, work location, latest hire date, and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Agreement. This employee lists provided to CAPE at a cost to be determined by the Auditor-Controller

ARTICLE 22 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 23 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 24 NOTICE OF LAYOFFSection 1 Board Policy on Work Force Reductions

It is the intent of the parties during the term of this MOU to comply with the June 21st and April 4, 1995 Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq._ who perform functions comparable to the County employees whose classifications are contained within this unit., and
- b) If the appointing authority proposes to retain a temporary, recurrent, 120 day retirees, or probationary employee performing duties of employees whose classification contained in this unit and layoff a permanent employee, the appointing authority may meet with CAPE at least 10 business days before any such proposed layoff to share the reasons for retaining the Temporary/Recurrent employee.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2 Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 25 PERSONNEL FILES

An employee, or his certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his work performance or conduct if such statement is to be placed in his personnel file. The employee shall acknowledge that he has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his personnel file except as such may be part of an official permanent record. On the face of the sealed envelope it shall read, "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

On reviewing this personnel file, an employee may request and have any written warnings and/or reprimands issued more than two years prior removed from his personnel file except as such may be a part of an official permanent record.

ARTICLE 26 TRANSFERS

Section 1.

Permanent full time employees in the Unit shall annually submit a preference request for work (pay) location assignment. Each employee shall submit up to three (3) choices for work (pay) location for the coming year. Requests shall be made only for assignments for which the employee is eligible by virtue of classification and experience. Preference requests filed herein shall be valid for a period of one (1) year from the designated last date of filing and must be renewed annually.

If a position becomes vacant, it will be at the sole discretion of the department head whether the position is to be filled by promotion or transfer. If the position is to be filled by transfer, any current requests for transfer which are on file shall be reviewed by management.

If an employee's current request for transfer is not approved, he/she may make a written request to meet with management within 45 days from effective date of transfer to discuss Management's reasons.

Section 2.

The affected employee shall be given at least ten (10) business days prior notice of any such change in work reassignment.

Section 3.

All employees in this unit will receive mileage reimbursement for miles driven from their home to their actual work location in excess of those miles required to reach the office nearest their home. This change shall be effective the first day of the first month following the date of implementation. The definition of work location in this Section is that the Hall of Administration is one work location and each Regional/Area Office that has a separate street address is one work location.

No employee in the Unit will be transferred for disciplinary reasons.

Section 4. Temporary Transfers

Temporary transfers shall be made only for temporary emergency situations; for example, covering a position during the absence of an incumbent where his/her return to work is anticipated, to assume responsibility for increased workload for a limited period, or to participate in a special project which will last for a limited period of time.

Section 5. Special Assignments

Nothing in this Article shall preclude assignment of an employee to an assignment for which the employee has no relevant work experience or proper classification in the event that both the employee and departmental management agree that such assignment is in the best interest of both the department and the employee.

ARTICLE 27 TRAINING

The Department of the Assessor agrees that it will provide a minimum of 24 hours of State Board of Equalization required annual training to appraisers who possess or hold an Advanced State Certification and a minimum of 24 hours of State Board approved training to all other appraisers. The training will be provided by the Department and will be conducted during the regular work day. The Department will continue to grant paid time off for employees in the unit to attend seminars sponsored by such associations as the International Association of Assessing Officers Chapter, and the Society of Auditor-Appraisers for the purpose of appraiser personnel gaining credit towards the training required to maintain their appraisal certificate.

The Department may grant paid time off for appraisal personnel to attend other State Board of Equalization approved training seminars to pick up the above referenced required training. Such approval will be at the sole discretion of management.

ARTICLE 28 **FULL UNDERSTANDING, MODIFICATIONS, WAIVER**

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior to existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or, except by mutual agreement, with respect to any other matters within the scope of negotiations during the term of this Memorandum of Understanding.
- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.
- D. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 29 EMPLOYEE RIGHTS/TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a request for proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE 30 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither CAPE nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually or advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 31 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all applicable Federal, State and County laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal, state, or local law or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 32 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 713, Los Angeles, California 90012; Telephone: (213) 974-1101), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. CAPE's principal authorized agent shall be the CAPE Board of Directors' duly authorized representative (Address: 1910 West Sunset Boulevard, Suite 600, Los Angeles, California 90026; Telephone: (213) 484-0400).

ARTICLE 33 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this Article, a classification study is a study by the Department of Human Resources, or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this Article be included only to inform employees of the established process and procedures to follow when requesting a classification study on their own behalf and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3.

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing through the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within 30 days with an explanation. If the employee still believes his/her request is justified, the employee has the right to resubmit the request to his/her department, which shall in turn schedule and conduct a classification study as defined by the Department of Human Resources.

Section 4. Acknowledgment and Follow-up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged.

It is further agreed that if within 90 days no action has been taken on an employee-initiated study, the department's Personnel Office shall provide a progress report to the employee and to the union upon request.

ARTICLE 34 **NEW EMPLOYEE LISTS**

The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, classification title, item number, item sub, item step salary rate, work location, latest hire date, and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Agreement.

This employee list shall be provided to CAPE at a cost to be determined by the Auditor-Controller.

ARTICLE 35 JOINT LABOR – MANAGEMENT COMMITTEE (JLMC)

The parties shall convene a JLMC to study and make recommendations to the Appraiser's classification, Item No. 1962, ten (10) step salary range/compensation by July 1, 2007.

The parties shall also convene the JLMC to explore and implement agreed solutions to problems of mutual concerns, including, but not limited to:

-
- Classification career paths
- Security of offices and surrounding area
- Library funding

On-line training sponsored by SBE

The JLMC shall consist of four representatives from the Association and four from the Department. The Association and Department Committee Members shall be provided all the information that any Committee Member identifies that is available for the Committee to study and make recommendations on the subject matter.

Schedule of Meetings:

Meetings of the JLMC will be scheduled between the parties provided adequate notice is given to each party, and a written agenda is submitted prior to each meeting.

ARTICLE 37 EMPLOYEE USE OF BENEFIT TIME

During the months March through June each year, any special restrictions placed by the Assessor on the employees' ability to take benefit time off equal to 45 hours consecutively (including sick personal, vacation and accumulated compensatory time off) shall be consistent at all work locations.

Outside of the months of March through June each year, no special restrictions may be placed by the Assessor on timely requests by employees to take benefit time off.

All requests for time off will be approved based on the needs of the service as determined by Management.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

CALIFORNIA ASSOCIATION OF
PROFESSIONAL EMPLOYEES

By 

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
WILLIAM T. FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISORY APPRAISERS
EMPLOYEE REPRESENTATION UNIT

This MEMORANDUM OF UNDERSTANDING made and entered into this 17th day of
December, 2013;

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter
referred to as "County")

AND

California Association of Professional
Employees (hereinafter referred to as CAPE
or "Union").

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ARTICLE 1 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, CAPE was certified on April 23, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. R-94-69) as the majority representative of County employees in the Supervisory Appraisers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes CAPE as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the following employee classifications comprising said Unit, as well as such classes as may be added hereafter by the Employee Relations Commission:

| <u>Item No.</u> | <u>Title</u> |
|-----------------|--|
| 1968 | Supervising Appraiser |
| 1970 | Principal Appraiser |
| 1980 | Senior Property Assessment Specialist |
| 1981 | Principal Property Assessment Specialist |

Section 2. Exclusive Recognition

Management agrees that it shall recognize CAPE as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and CAPE has shown it has met the requirements of any such new rules.

ARTICLE 2 NON-DISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, or disability.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors.

It is agreed that this Memorandum of Understanding shall not be binding upon the parties

either in whole or in part unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

In the event the County Board of Supervisors fails to take all of the aforementioned acts necessary to implement this Memorandum of Understanding, it is agreed and understood by the parties that this entire Memorandum of Understanding shall be thereafter null and void.

ARTICLE 4 TERM

The provisions of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness defined in Article 3, Implementation are fully met and shall expire at midnight, September 30, 2015, unless the parties have reached agreement on a successor Memorandum of Understanding by that date in accordance with the provisions of Article 5, Renegotiation.

In no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 15, 2015 through May 31, 2015 its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than June 15, 2015. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 15, 2015 unless the parties mutually agree to continue negotiations.

ARTICLE 6 SALARIESSection 1. Recommended Salary Adjustments

The parties agree to jointly recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated:

| ITEM NO | ITEM CLASSIFICATION | EFFECTIVE DATE | NOTE | SCH | MINIMUM RATE | MAXIMUM RATE |
|---------|------------------------------------|----------------|------|------|--------------|--------------|
| 1970 | PRINCIPAL APPRAISER | CURRENT | NMW | 98G | 6062.45 | 8393.82 |
| | | 10/01/2013 | NMW | 99D | 6183.09 | 8560.82 |
| | | 10/01/2014 | NMW | 100A | 6306.00 | 8731.00 |
| | | 04/01/2015 | NMW | 100J | 6431.82 | 8905.55 |
| 1981 | PRINCIPAL PROPERTY ASSESSMENT SPEC | CURRENT | NMW | 98G | 6062.45 | 8393.82 |
| | | 10/01/2013 | NMW | 99D | 6183.09 | 8560.82 |
| | | 10/01/2014 | NMW | 100A | 6306.00 | 8731.00 |
| | | 04/01/2015 | NMW | 100J | 6431.82 | 8905.55 |
| 1980 | SENIOR PROPERTY ASSESSMENT SPEC | CURRENT | NM | 95C | 5533.45 | 7257.18 |
| | | 10/01/2013 | NM | 95L | 5643.27 | 7401.91 |
| | | 10/01/2014 | NM | 96H | 5756.27 | 7549.82 |
| | | 04/01/2015 | NM | 97E | 5871.18 | 7700.36 |
| 1968 | SUPERVISING APPRAISER | CURRENT | NM | 96F | 5727.91 | 7512.73 |
| | | 10/01/2013 | NM | 97C | 5842.09 | 7662.18 |
| | | 10/01/2014 | NM | 97L | 5958.45 | 7814.91 |
| | | 04/01/2015 | NM | 98H | 6077.36 | 7970.82 |

Section 2.

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that salaries were determined independently of race, gender, age, or national origin.

Section 3.

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation

shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- B. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days.

Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

ARTICLE 7 SPECIAL PAY PRACTICES AND PROVISIONS

Section 1. Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift or normal workweek and departure from his work location, the employee shall receive a minimum payment of four hours' pay at the rate of time and one-half.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled workday and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back.

Section 2. Superior Subordinate Pay

The Director of Personnel shall authorize compensation for a supervisor at a rate of \$1.00 per month more than the base rate of his highest paid subordinate, when the qualifying conditions are met as provided by Section 6.10.070 of the County Code.

Section 3. Laundry Allowance

A laundry and dry cleaning allowance of \$20.00 per week is to be paid to Appraisers assigned to work outside the County of Los Angeles for periods in excess of 14 calendar days.

Section 4. Travel Expense

Employees covered herein who are required to travel on County business shall be entitled to reimbursement for expenses pursuant to Section 5.40.060 of the County Code.

Rates will be adjusted pursuant to the procedures and provisions contained in Section 5.40.095 of the County Code.

Section 5. Leave Day

Employees covered herein who, as a result of their assignment, are required to be absent from Los Angeles County for a period of twenty-five (25) consecutive calendar days or more shall receive one-half ($\frac{1}{2}$) day leave at regular pay, for each weekend spent out of Los Angeles County as a result of their assignment, subject to a limit of eight (8) days per employee per fiscal year. In addition, employees absent from Los Angeles County for a period of thirty-five (35) consecutive calendar days or more shall receive an additional one (1) full day leave at regular pay.

Section 6. Trips Home

Any person covered by this contract shall be entitled to make one trip home at County expense for each thirty (30) consecutive calendar days that person is assigned to work outside of the County of Los Angeles.

Section 7. Telephone Calls Home

Any person covered by this contract shall be entitled to make one telephone call home at County expense for each 7 consecutive calendar days that person is assigned to work outside the County of Los Angeles.

Section 8. Advanced State Certification

Any person who is employed on a permanent, full-time position covered by this contract will receive additional compensation of \$55.00 per pay period (\$110.00 per month) through June 30, 2007, if the person possesses an advanced Appraiser Certification issued by the State Board of Equalization, as described in Section 671 of the Revenue & Taxation Code.

Any person who is employed on a permanent, full-time position covered by this contract will receive additional compensation of \$65.00 per pay period (\$130.00 per month) commencing July 1, 2007 if the person possesses an advanced Appraiser Certification issued by the State Board of Equalization as of June 30, 2007, as described in Section 671 of the Revenue and Taxation Code.

The parties agree that employees may use County time when taking the examination for Advanced State Certification if the examination is taken in Los Angeles County.

Section 9. Performance Evaluations

Any reference to production rates in performance ratings will be within the guidelines promulgated by the Assessor Department in Operating Practice #2342-1-0.

Section 10. Assignment of Additional Responsibilities

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representative and the Chief Executive Office.

The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If any employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, upon his/her request he/she shall be returned to an assignment in his/her own classification until notified of the CEO's approval in writing.

To qualify for this additional compensation a full-time permanent employee must either:

1. Perform all the significant duties of a higher level class for more than 20 consecutive working days. The bonus shall be two standard salary schedules, unless the difference between the employee's class and the

higher level class is less than two standard salary schedules. In this case, the bonus shall be the difference between the two classes.

2. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. In this case, the bonus shall be two standard salary schedules.

The additional compensation shall begin on the first day the additional responsibilities are assigned by management and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 13 for the same assignment.

The additional compensation provided in this Section shall not constitute a base rate.

Section 11. Professional Association Dues

Effective July 1, 2007, Management agrees to pay up to \$80 annually, previously increased from \$60.00, for reimbursement of dues for the following professional associations:

- ! International Association of Assessing Officers (IAAO)
- ! Society of Auditor Appraisers (SAA)
- ! Appraisal Institute
- ! American Society of Appraisers (ASA)

ARTICLE 8 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

A. Non-Exempt Employees

The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Employees may elect to accrue up to 40 hours of FSLA overtime worked to be used as compensatory time off in lieu of pay, at the rate of time and one-half (1 ½) for each hour of overtime worked. This accrued time is to be used as compensatory time off in lieu of pay within the end of the following two (2) years.

Section 2. Distribution of Overtime

Management shall assign overtime worked as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Section 3. Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when required to meet the County's public service obligation.

Section 4. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 5. Department Head Authority

Department Heads may pay overtime to exempt employees in lieu of compensatory time off when the Department Head deems it essential to the effective operation of the department and its mission, subject to approval of the Chief Executive Office.

Section 6.

On or after March 1, 2000, at the employee's option, time "on the books" may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

ARTICLE 9 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 10 BULLETIN BOARDS

Management will furnish CAPE bulletin board space not to exceed 17" x 27" at reasonable locations. The boards shall be used only for the following subjects:

- A. CAPE recreational, social and related news bulletins;
- B. Schedule CAPE meetings;
- C. Information concerning CAPE elections or the results thereof;
- D. Reports of official business of CAPE including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved by the Assessor or his authorized representative.

Prior to posting, any material shall be initialed by an authorized representative of both CAPE and the Assessor.

In cases where CAPE represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by CAPE at the work location.

ARTICLE 11 SAFETYSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. CAPE will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his area representative to the local facility safety office.

On any matter of safety that is not resolved by the safety officer within a reasonable period of time, the area representative may confer with the safety officer who will respond in writing.

If the area representative is not satisfied with the response of the safety officer, a CAPE representative may consult with the Chief of the Health, Safety, Disability and Benefits Division of the Department of Human Resources or his designate. A representative of such branch shall investigate the matter and advise the Assessor and CAPE of his findings, and recommendations, if any.

Section 2.

Management and CAPE mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

ARTICLE 12 WORK SCHEDULESSection 1. Schedule Changes

Management will not change the scheduled workweek or daily shift time without prior notice to CAPE and consultation with CAPE upon request. Any change of workweek or daily shift time shall require a prior notice of five working days to the concerned employee.

Upon management deciding to modify the workweek by adding Saturday, Sunday, and/or evening hours, there shall be an equitable distribution of said hours by classification among all the employees in the unit.

Section 2. Emergency Schedule Changes

Nothing herein shall limit the authority of the Assessor to make assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignment shall not extend beyond the period of such emergency.

Section 3. Alternative Work Schedules/Telecommuting

Employees may request an alternative work schedule such as a nine (9) day, 80-hour two week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

Nothing herein shall limit the authority of the Assessor to make changes to the workweek or daily shift times, as provided for in Section 1.

Individual employees may request to telecommute. Management will select those persons to participate in telecommuting, and will determine the parameters of the telecommuting program. All employees will be deemed eligible to participate in telecommuting unless Management determines that the individual employee cannot effectively telecommute because of his/her skills, work assignment, experience or prior performance. It is agreed that telecommuting is a voluntary program and participation can be terminated at any time by either Management or the participating employee.

ARTICLE 13 OUT-OF-CLASS ASSIGNMENTSection 1. Definitions

- A. For the purpose of this article, an out-of-class assignment is the permanent full-time performance of all the significant duties of an allocated vacant funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid for pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall, upon the employee's or union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid;

return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid;

or pay the employee the bonus. The bonus is paid from the date of request for relief and terminates when the conditions of this Article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full-time basis.

- B. It is the intent of management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classification work, or to

assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. A written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.
- F. Management shall provide CAPE on a quarterly basis a list of employees within this bargaining unit who are receiving an out- of-class assignment bonus, during the term of this agreement.

ARTICLE 14 PARTICIPATION IN TUITION REIMBURSEMENT PROGRAMSection 1.

The Assessor's Department is encouraged to implement the provisions of the County Code, Chapter 5.52, Tuition Reimbursement Program. In conformance with the provisions of Section 5.52.030 of the County Code, Departmental Advisory Committee, the Assessor Department Committee on Tuition Reimbursement shall include at least two employees from this unit on said committee. No more than one employee may represent each of the Real Property and Personal Property sections.

Section 2.

The Committee shall meet to review courses requested by employees under provisions of the County approved tuition reimbursement plan in order to recommend courses and classifications eligible for such courses to be included in the annual tuition reimbursement request.

Section 3.

The Committee will meet at least once during the term of this Memorandum of Understanding, at a time to be designated by the Assessor's Department Management.

Section 4.

The Committee will further meet upon the written request of the employee representatives on the Committee, at a timely mutually acceptable to departmental management and employee representatives, provided such written request is

accompanied by a written agenda and includes subjects appropriate to be discussed under this article. However, in no event shall the Assessor's Department be required to meet more than two times under provisions of this section.

Section 5. Reimbursement-Required Books

Employees shall be reimbursed for the cost of the required book(s) used under provisions of the Tuition Reimbursement Program.

Section 6. Program Funding Re-Opener

Parties shall meet by or before December 2013 and by or before December 2014 to discuss reinstatement and funding of Tuition Reimbursement Program.

ARTICLE 15 PAYCHECK ERRORSA. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a pay check correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. Departmental Payroll Sections shall process such requested corrections to the Auditor-Controller within five (5) working days.
3. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
4. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute pay check errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net pay will be subject to a

repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 16 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

Section 2. Definitions

1. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in a informal manner between the employee and his immediate supervisor.
2. "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. CAPE agrees to encourage an employee to discuss his complaint with his immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him at a mutually satisfactory time.

2. Departmental management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his grievance to the proper agency or authority.
 - C. CAPE agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

Section 4. Waivers and Time Limits

1. Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level of reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his written grievance, and to represent him in formal grievance meetings. The grievant may be required by either party to be present in meetings with management for purposes of discussing the grievance.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his immediate supervisor to absent himself from his duties to attend a grievance meeting. The employee representative shall give his supervisor reasonable advance notice to ensure that his absence will not unduly interfere with departmental operations.
3. An employee may represent his grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a management representative to be present at such meeting.
3. Management shall notify CAPE of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. A CAPE representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the CAPE representative elects to attend any formal grievance meeting, he must inform departmental Management prior to such meeting. The department may also designate a management representative to be present at such meeting.

Section 7. ProcedureStep 1. Supervisor

- A. Within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from his knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he requests from his departmental management.

The employee shall submit two copies to his immediate supervisor and retain the third copy.

- B. Within ten business days the immediate supervisor shall give his decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten business days from his receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by his department head. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him.

- B. Within ten business days from receipt of the grievance, the middle management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3. Department Head

- A. Within ten business days from his receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.
- B. Within ten business days from the receipt of the employee's grievance, the department head or his designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employees.
- C. If the department head or his designated representative fails to give a decision within the specified time limit, CAPE shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or his designated representative shall be final, unless the grievance is submitted to arbitration pursuant to Section 8 hereof.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the department head or his designated representative, CAPE may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters within the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County Department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986, will not be referred to arbitration.
3. In the event CAPE desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected, which written request shall:
- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and

- B. Request that said Employee Relations Commission, pursuant to its applicable Rules and Regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance as provided for herein.
4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
5. Prior to a hearing by an arbitrator, a representative of the County and CAPE shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and CAPE cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon CAPE. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of a decision and award requiring legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Recognition
 - Implementation
 - Term
 - Renegotiation
 - Non-Discrimination
 - Safety and Health
 - Payroll Deductions and Dues
 - Authorized Agents
 - Provisions of Law

ARTICLE 17 GRIEVANCE - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between CAPE and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where either CAPE or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, such party may request in writing that a meeting be held with the authorized representatives of the other party who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.
- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved; the initiating party shall have the right to meet with the principal representative(s) of the other party who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean its Director of Personnel or his authorized representative, and any other County department head or his authorized representative, who has authority to resolve the matter.

- C. Within thirty (30) business days after the meeting provided in B above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, of Article 17, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 17 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 17 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of the employees in the unit, as distinguished from the rights of the individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 17 hereof.

ARTICLE 18 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 17, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievance on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986, will not be referred to arbitration.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by outside counsel, and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within 10 working days of his selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award

requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 19 EMPLOYEE REPRESENTATIVES

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of Employee Representatives agreed upon by CAPE and the Assessors Department. CAPE shall give the Assessor and the Chief Executive Office a written list of the names of employees selected as Employee Representative which list shall be kept current by CAPE and only employees designated as authorized Employee Representative will be recognized by the County.

CAPE agrees that whenever investigation or the processing of a formal grievance is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Employee Representatives desiring to leave their work location to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering other work locations, the Employee Representative shall inform the supervisor of the nature of his business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the Employee Representative will be informed when the employee will be made available.

The Employee Representative shall perform the aforementioned duties without loss of pay.

ARTICLE 20 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1 to September 30, 2015, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: Employee name, employee number, job classification, department name and name of Union from which dues deduction are to be canceled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within 10 business days after the close of the withdrawal period.

Section 3. Agency Election

If any time during the term of the this Memorandum of Understanding, thirty (30) percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time of its choosing during the term of this Memorandum of Understanding to determine whether a majority of the employees in the bargaining unit covered by this agreement are in favor of an agency fee agreement provided in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the result of the election. The Union shall be responsible for the cost of the election.

If a majority of the employees in the Bargaining Unit, who casts ballots, vote in favor of an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately thereafter, the Union through the Employee Relations Commission shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the

Union a service fee as provided in G.C. 3502.5(a)

If the majority of employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4.

If a majority of those employees voting, vote in favor of an agency ship, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.

B. Religious Objections

An employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to join or financially supporting public employee organizations, shall not be required to join or financially support the

Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be collected through payroll deduction and remitted to the Union. The Union shall forward such funds to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Rescission

It is mutually agreed by the parties that the Agency shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this agreement.

D. Union Responsibilities

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and to all Unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

The union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided for in Chicago Teachers Union Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066b (1986). Such notice and procedures shall be provided to non-member agency fee payers in each year that the agency shop agreement is in effect.

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of understanding must either join the Union; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following^g the initial date of employment to fully execute the authorization form of his/her choice and return said form to both the Union and departmental payroll office. If the form is completed and returned within thirty (3) working days, the County Auditor shall commence and continue a payroll deduction of an Agency Shop Fee, from the regular pay warrants of such employee.

The effective date of deducting Union dues, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. Employee Lists

The Auditor-Controller will furnish the Union with monthly lists of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, classification, title, item number, item sub, item step salary rate, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. The employee lists shall be provided to the Union at costs to be determined by the Auditor-Controller.

Section 5. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 21 WORK ACCESS

A Business Representative of CAPE shall have access to the County's facilities during work hours for the purpose of conducting grievance investigations and observing working conditions. He shall request authorization for the visit by contacting the Department Head or his designated representative two (2) hours prior to the visit. A shorter notification period may prove acceptable by mutual agreement between the parties.

CAPE shall give to the Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by CAPE. Access to work locations will only be granted to representatives on the current list.

New Employee Orientation

Management agrees to allow CAPE representatives to make a presentation of thirty (30) minutes or less on the benefits of CAPE membership to each class of new employees entering the Unit.

Additionally, Management agrees to furnish each new employee entering the Unit with a packet of information supplied by CAPE explaining to the employee both his/her rights under the Employee Relations Ordinance, the status of CAPE as the certified majority representative, and material related to the services and employee benefit programs offered by CAPE. CAPE shall inform employees that the County does not endorse any of the benefit programs offered by the Union.

Employee Lists

The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, classification title, item number item sub, item step salary rate, work location, latest hire date, and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Agreement. This employee lists provided to CAPE at a cost to be determined by the Auditor-Controller

ARTICLE 22 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 23 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 24 NOTICE OF LAYOFFSection 1 Board Policy on Work Force Reductions

It is the intent of the parties during the term of this MOU to comply with the June 21st and April 4, 1995 Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq. who perform functions comparable to the County employees whose classifications are contained within this unit., and
- b) If the appointing authority proposes to retain a temporary, recurrent, 120 day retirees, or probationary employee performing duties of employees whose classification contained in this unit and layoff a permanent employee, the appointing authority may meet with CAPE at least 10 business days before any such proposed layoff to share the reasons for retaining the Temporary/Recurrent employee.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2 Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 25 PERSONNEL FILES

An employee, or his certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his work performance or conduct if such statement is to be placed in his personnel file. The employee shall acknowledge that he has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his personnel file except as such may be part of an official permanent record. On the face of the sealed envelope it shall read, "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

On reviewing this personnel file, an employee may request and have any written warnings and/or reprimands issued more than two years prior removed from his personnel file except as such may be a part of an official permanent record.

ARTICLE 26 TRANSFERSSection 1.

Permanent full time employees in the Unit shall annually submit a preference request for work (pay) location assignment. Each employee shall submit up to three (3) choices for work (pay) location for the coming year. Requests shall be made only for assignments for which the employee is eligible by virtue of classification and experience. Preference requests filed herein shall be valid for a period of one (1) year from the designated last date of filing and must be renewed annually.

If a position becomes vacant, it will be at the sole discretion of the department head whether the position is to be filled by promotion or transfer. If the position is to be filled by transfer, any current requests for transfer which are on file shall be reviewed by management.

If an employee's current request for transfer is not approved, he/she may make a written request to meet with management within 45 days from effective date of transfer to discuss Management's reasons.

Section 2.

The affected employee shall be given at least ten (10) business days prior notice of any such change in work reassignment.

Section 3.

All employees in this unit will receive mileage reimbursement for miles driven from their home to their actual work location in excess of those miles required to reach the office nearest their home. This change shall be effective the first day of the first month following the date of implementation. The definition of work location in this Section is that the Hall of Administration is one work location and each Regional/Area Office that has a separate street address is one work location.

No employee in the Unit will be transferred for disciplinary reasons.

Section 4. Temporary Transfers

Temporary transfers shall be made only for temporary emergency situations; for example, covering a position during the absence of an incumbent where his/her return to work is anticipated, to assume responsibility for increased workload for a limited period, or to participate in a special project which will last for a limited period of time.

Section 5. Special Assignments

Nothing in this Article shall preclude assignment of an employee to an assignment for which the employee has no relevant work experience or proper classification in the event that both the employee and departmental management agree that such assignment is in the best interest of both the department and the employee.

ARTICLE 27 TRAINING

The Department of the Assessor agrees that it will provide a minimum of 24 hours of State Board of Equalization required annual training to appraisers who possess or hold an Advanced State Certification and a minimum of 24 hours of State Board approved training to all other appraisers. The training will be provided by the Department and will be conducted during the regular work day. The Department will continue to grant paid time off for employees in the unit to attend seminars sponsored by such associations as the International Association of Assessing Officers Chapter, and the Society of Auditor-Appraisers for the purpose of appraiser personnel gaining credit towards the training required to maintain their appraisal certificate.

The Department may grant paid time off for appraisal personnel to attend other State Board of Equalization approved training seminars to pick up the above referenced required training. Such approval will be at the sole discretion of management.

ARTICLE 28 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior to existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or, except by mutual agreement, with respect to any other matters within the scope of negotiations during the term of this Memorandum of Understanding.

- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.

- D. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 29 EMPLOYEE RIGHTS/TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a request for proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE 30 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither CAPE nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually or advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 31 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all applicable Federal, State and County laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal, state, or local law or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 32 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 713, Los Angeles, California 90012; Telephone: (213) 974-1101), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. CAPE's principal authorized agent shall be the CAPE Board of Directors' duly authorized representative (Address: 1910 West Sunset Boulevard, Suite 600, Los Angeles, California 90026; Telephone: (213) 484-0400).

ARTICLE 33 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this Article, a classification study is a study by the Department of Human Resources, or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this Article be included only to inform employees of the established process and procedures to follow when requesting a classification study on their own behalf and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3.

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing through the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within 30 days with an explanation. If the employee still believes his/her request is justified, the employee has the right to resubmit the request to his/her department, which shall in turn schedule and conduct a classification study as defined by the Department of Human Resources.

Section 4. Acknowledgment and Follow-up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged.

It is further agreed that if within 90 days no action has been taken on an employee-initiated study, the department's Personnel Office shall provide a progress report to the employee and to the union upon request.

ARTICLE 34 NEW EMPLOYEE LISTS

The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, classification title, item number, item sub, item step salary rate, work location, latest hire date, and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Agreement.

This employee list shall be provided to CAPE at a cost to be determined by the Auditor-Controller.

ARTICLE 35 JOINT LABOR – MANAGEMENT COMMITTEE (JLMC)

The parties shall convene a JLMC to study and make recommendations to the Appraiser's classification, Item Nos. 1968 and 1970, ten (10) step salary range/compensation by July 1, 2007.

The parties shall also convene the JLMC to explore and implement agreed solutions to problems of mutual concerns, including, but not limited to:

- Classification career paths
- Security of offices and surrounding area
- Library funding
- On-line training sponsored by SBE

The JLMC shall consist of four representatives from the Association and four from the Department. The Association and Department Committee Members shall be provided all the information that any Committee Member identifies that is available for the Committee to study and make recommendations on the subject matter.

Schedule of Meetings:

Meetings of the JLMC will be scheduled between the parties provided adequate notice is given to each party, and a written agenda is submitted prior to each meeting.

ARTICLE 37 EMPLOYEE USE OF BENEFIT TIME

During the months March through June each year, any special restrictions placed by the Assessor on the employees' ability to take benefit time off equal to 45 hours consecutively (including sick personal, vacation and accumulated compensatory time off) shall be consistent at all work locations.

Outside of the months of March through June each year, no special restrictions may be placed by the Assessor on timely requests by employees to take benefit time off.

All requests for time off will be approved based on the needs of the service as determined by Management.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

CALIFORNIA ASSOCIATION OF
PROFESSIONAL EMPLOYEES

By 

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
PLANT OPERATING ENGINEERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 17th day of
December, 2013,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management")
of the County of Los Angeles (hereinafter
referred to as "County"),

AND

International Union of Operating Engineers,
Local 501, AFL-CIO (hereinafter referred to
as "Union").

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ARTICLE 1 RECOGNITIONSection 1. General

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, International Union of Operating Engineer, Local 501, AFL-CIO, was certified on October 2, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-9-69) as the majority representative of County employees in the Plant Operating Engineers Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes Union as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in ARTICLE 7, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management shall recognize Local 501 as the exclusive representative of the employees in said Unit subject to appropriate action of the Board of Supervisors and, if necessary, the Employee Relations Commission.

ARTICLE 2 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 3 **IMPLEMENTATION**

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the County Code, required to implement the full provisions of ARTICLES; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Such implementation shall be effective as of date of adoption by County's Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in ARTICLE 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12 Midnight on September 30, 2015.

It is expressly understood that all ARTICLES in this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on September 30, 2015, except that ARTICLE 4, Term; ARTICLE 1, Recognition; ARTICLE 7, Salaries; and ARTICLE 22, Grievance Procedure shall continue in effect until such time as a successor Memorandum of Understanding is negotiated between the parties.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period April 15, 2015, through May 15, 2015, its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding with the exception of salary proposals which shall be presented no later than June 1, 2015.

Upon receipt of such written notice and proposals, negotiations shall begin no later than thirty (30) days after such receipt or June 15, 2015, whichever is later. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2015, unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the International Union of Operating Engineers, Local 501 and all other rights in the Employee Relations Ordinance and Government Code, Section 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, gender, sexual orientation, age, national origin, political or religious opinions or affiliations, disability status, or other factors not directly related to the successful performance of the job.

ARTICLE 7 SALARIES

Section 1.

A. Salaries

The parties agree to recommend to County's Board of Supervisors for adoption and implementation through ordinance the following salaries applicable to employees in this Unit effective on the dates shown:

| ITEM NO | ITEM CLASSIFICATION | EFFECTIVE DATE | NOTE | SCH | MINIMUM RATE | MAXIMUM RATE |
|------------|-------------------------------------|-------------------|------|-----|-----------------|-----------------|
| 7180 | ASSISTANT DAM OPERATOR | CURRENT | | 78J | 3547.09 | 4399.55 |
| | | 10/01/2013 | | 79F | 3616.64 | 4487.45 |
| | | 10/01/2014 | | 80C | 3687.36 | 4576.73 |
| | | 04/01/2015 | | 80L | 3760.82 | 4667.64 |
| 7222 | ASST WASTEWATER TREATMENT PLANT OPR | CURRENT | | 77C | 3403.55 | 4218.91 |
| | | 10/01/2013 | | 77L | 3469.73 | 4302.55 |
| | | 10/01/2014 | | 78H | 3538.45 | 4388.73 |
| | | 04/01/2015 | | 79E | 3607.91 | 4476.36 |
| 7183 | DAM OPERATOR | CURRENT | | F | | 4923.19 |
| | | 10/01/2013 | | F | | 5021.65 |
| | | 10/01/2014 | | F | | 5122.08 |
| | | 04/01/2015 | | F | | 5224.52 |
| 7197 | STATIONARY ENGINEER I | CURRENT | | F | | 5575.84 |
| | | 10/01/2013 | | F | | 5687.36 |
| | | 10/01/2014 | | F | | 5801.11 |
| | | 04/01/2015 | | F | | 5917.13 |
| 7198 | STATIONARY ENGINEER II | CURRENT | | F | | 6027.91 |
| | | 10/01/2013 | | F | | 6148.47 |
| | | 10/01/2014 | | F | | 6271.44 |
| | | 04/01/2015 | | F | | 6396.87 |
| 7196 | STATIONARY ENGINEER APP(1ST YEAR) | CURRENT | | F | | 3767.47 |
| | | 10/01/2013 | | F | | 3842.82 |
| | | 10/01/2014 | | F | | 3919.68 |
| | | 04/01/2015 | | F | | 3998.07 |
| 7196 | STATIONARY ENGINEER APP(2ND YEAR) | CURRENT | | F | | 4370.25 |
| | | 10/01/2013 | | F | | 4457.66 |
| | | 10/01/2014 | | F | | 4546.81 |
| | | 04/01/2015 | | F | | 4637.75 |

| | | | | |
|--|------------|-----|---------|---------|
| 7196 STATIONARY ENGINEER APP (3RD YEAR) | CURRENT | F | | 4973.07 |
| | 10/01/2013 | F | | 5072.53 |
| | 10/01/2014 | F | | 5173.98 |
| | 04/01/2015 | F | | 5277.46 |
| 7196 STATIONARY ENGINEER APP (4TH YEAR) | CURRENT | F | | 5575.84 |
| | 10/01/2013 | F | | 5687.36 |
| | 10/01/2014 | F | | 5801.11 |
| | 04/01/2015 | F | | 5917.13 |
| 7200 STATIONARY ENGINEER CONTROLS SPEC | CURRENT | F | | 6404.66 |
| | 10/01/2013 | F | | 6532.75 |
| | 10/01/2014 | F | | 6663.41 |
| | 04/01/2015 | F | | 6796.68 |
| 7193 STATIONARY ENGINEER HELPER | CURRENT | 76C | 3313.36 | 4106.36 |
| | 10/01/2013 | 76L | 3378.82 | 4187.82 |
| | 10/01/2014 | 77H | 3444.91 | 4271.18 |
| | 04/01/2015 | 78E | 3512.55 | 4356.27 |
| 7194 SUPVG STATIONARY ENGINEER HELPER | CURRENT | 81C | 3788.55 | 4702.45 |
| | 10/01/2013 | 81L | 3862.73 | 4796.27 |
| | 10/01/2014 | 82H | 3938.82 | 4892.00 |
| | 04/01/2015 | 83E | 4016.64 | 4989.45 |
| 7224 WASTEWATER TREATMENT PLANT OPERATOR | CURRENT | F | | 6027.91 |
| | 10/01/2013 | F | | 6148.47 |
| | 10/01/2014 | F | | 6271.44 |
| | 04/01/2015 | F | | 6396.87 |

Section 2. Step Advances

- A. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better performance evaluation has been filed by the employee's department head. The performance evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in Section 2.A above or if an employee receives an improvement needed performance evaluation, the employee's step advance will not be granted on the date due.

Where no performance evaluation is issued in accordance with Paragraph A above, the employee may request his department head in writing to issue a performance evaluation. The department head shall issue a performance evaluation within five (5) days of the employee request. If said evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

C. Grievances arising out of this Section shall be processed as follows:

1. Where no performance evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such performance evaluation within ten (10) days after the grievance is filed with the Department of Human Resources the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his step advance anniversary date.
2. Where the department head issues a performance evaluation upon request of the Department of Human Resources and said performance evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his step advance anniversary date.

3. Grievance based on an improvement needed performance evaluation shall be filed within ten (10) days of issuance with the department head or his designated representative who shall respond to the grievance within ten (10) days.

Appeals from a department head decision shall be processed in accordance with Civil Service Commission Rules.

- D. During the term of this agreement should any changes be made in the existing categories of performance evaluation which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of performance evaluations.

Section 3.

The parties having jointly reviewed and considered all available salary and wage information and data, agree that the recommended salaries set forth herein were negotiated in good faith and mutually agreed to by the parties. Further, the parties agree that said salaries were negotiated in compliance with Government Code Section 53248

and determined independently of race, gender, age or national origin. To the extent that the County has any legal duty to determine the comparability of the value of work performed by an employee or group of employees covered by this agreement, the parties agree that the County has performed such duty. It is intended that disputes arising out of the interpretation of this ARTICLE shall be subject to the provisions of ARTICLE 26, Full Understanding, Modifications, Waiver.

ARTICLE 8 SPECIAL PAY PRACTICES

Section 1. Call Back

- A. Management agrees that whenever an employee, except one who resides in County furnished housing, is unexpectedly ordered by his department head to return to duty following the termination of his normal work shift and departure from his work location, he shall receive a minimum payment equivalent to four (4) hours of overtime pay.

- B. If an employee is unexpectedly called in within two hours before the start of the regularly scheduled shift, it shall be considered an early shift start and not a call back. The employee shall be permitted, if work is available in the employee's classification, to work to the end of the regularly scheduled shift. The employee shall be given the option to work eight-hours rather than to end of shift, but must inform supervision of his decision upon reporting to work.

- C. Notwithstanding any other provisions of this ARTICLE, whenever any person employed in a position classified in the Dam and Pumping Plant Group, who resides in District housing, is unexpectedly required by his department head to return to duty because of unanticipated work requirements, such return to duty shall be deemed to be a call back if the order to return is given the employee following the termination of his normal work shift and such return is for more than one (1) hour or is the

second such return within an established period of standby duty not exceeding twenty-four (24) hours.

Compensation for such a call back shall be a minimum payment equivalent to four (4) hours of premium overtime pay.

Section 2. Shift Differential

Effective July 1, 2002, all employees in the Unit assigned to a regularly established evening shift shall be paid at the rate of one dollar (\$1.00) above the established rate for the classification.

An evening shift is a shift at least five-eighths of which falls between the hours of 4 p.m. and 11 p.m.

Effective July 1, 2002, all employees in the Unit assigned to a regularly established night shift shall be paid at the rate of one dollar (\$1.00) above the established rate for the classification.

A night shift is a shift at least five eighths of which fall between the hours of 9 p.m. and 8 a.m.

Section 3. Standby Pay

Effective July 1, 2001 all employees in the Unit who are assigned regularly scheduled periods of authorized standby service during off-duty hours shall be paid additional compensation at the rate of seventy-five cents (75¢) per hour for each hour of such standby service not to exceed two hundred dollars (\$200.00) a month. Employees residing at their work site are excluded from this provision.

Section 4. Relief Engineer Bonus

Effective July 1, 2001, any Stationary Engineer assigned as relief engineer shall be paid at the rate of ninety cents (90¢) per hour above the established rate for the class for actual hours worked.

Effective July 1, 2002, any Stationary Engineer assigned as a relief engineer shall be paid at the rate of one dollar (\$1.00) per hour above the established rate for the class for actual hours worked.

Section 5. Wastewater Treatment Plant Operator Relief Bonus

Effective July 1, 2001, a permanent full-time employee in the class of Wastewater Treatment Plant Operator (#7224) assigned as a relief Wastewater Treatment Plant Operator shall be paid at the rate of ninety cents (90¢) per hour above the established rate for the class for actual hours worked in relief.

Effective July 2, 2002, a permanent full-time employee in the class of Wastewater Treatment Plant Operator (#7224) assigned as a relief Wastewater Treatment Plant Operator shall be paid at the rate of one dollar (\$1.00) per hour above the established rate for the class for actual hours worked in relief.

Section 6. Manpower Shortage Payment for Accumulated Holiday Leave

The parties agree that when the Chief Administrative Officer determines that a critical manpower shortage of Stationary Engineers exists in the Power Plant Division, Stationary Engineers assigned to said Division shall be compensated for accumulated holiday leave at the straight time rate established for their class in ARTICLE 7 of this agreement.

Section 7. Compensation for Holidays Worked

Any shift employee in this Unit who is scheduled to work on defined holidays per the County Code and who, prior to January 1 of each year, elects to be paid for holidays worked in lieu of accruing deferred holiday leave, shall be paid eight (8) hours at straight time rates for each holiday worked. Holiday pay is for holiday work and shall not be considered or paid as overtime under the terms of this agreement.

It is further agreed and understood that employees must elect either to be paid for all holidays worked in that year or to accrue in lieu days off for all holidays worked and may not elect to mix paid holidays and in lieu days during the year.

During the term of this agreement employees who elect to accumulate their annual holidays shall be permitted to schedule a maximum of three (3) such days annually on dates of their choice which shall not be changed. Such days must be scheduled at least ten (10) working days in advance.

Section 8. Miscellaneous

No employee in this Unit shall be granted any individually negotiated benefit or privilege more favorable than any benefit or privilege granted in this Memorandum of Understanding to all employees in the Unit.

Section 9. Relief Dam Operator Compensation

- A. Effective July 1, 2001, whenever any employee of the Public Works Department is assigned by the Department Head as a relief operator at a County Flood Control dam and, as part of such assignment, is required to remain on immediate call at a dam site beyond his/her regular workday, he/she shall receive, in lieu of overtime or compensation provided in the County Code, a \$45.00 payment for each 24-hour period that he/she is on duty and/or engaged to wait at such remote County property. Such payment shall not be made unless such employee remains on immediate call for the entire 24-hour period for work at a site which is not the employee's regular assignment. In case such employee is relieved due to personal

emergency, the employee will receive the \$45.00 payment if he/she has completed more than half of the 24-hour assignment.

B. The parties mutually agree that during the term of this Memorandum of Understanding, persons employed in the County Department of Public Works who are assigned as Relief Dam Operators and are required to remain on a dam site for periods of 24-hours or longer shall, in addition to the compensation provided in Section 9-A, receive additional compensation as determined by the following:

1. 8 hours of each 24-hour period shall be regular work time.
2. 8 hours of each 24-hour period shall be designated as sleep time and, therefore, not constitute time worked unless the sleep period is interrupted by work requirement. If interrupted for work, the amount of time of the interruptions shall constitute additional work time. Should a Relief Dam Operator fail to get at least 5 hours of sleep time during the designated sleep period, then all hours of the period shall be counted as work. The 5 hours of sleep are accumulative, not consecutive.

Any sleep time counted as work time shall be compensated for in the manner required by the Fair Labor Standards Act.

3. 2 hours of each 24-hour period shall be for three designated meal periods consisting of one 1-hour meal period and two ½-hour meal periods, and shall not constitute time worked unless a meal period is interrupted by work requirements. Any meal period interrupted by work assignments shall be counted as work time. Any meal period counted as work time shall be compensated for in the manner required by the Fair Labor Standards Act.
4. The remaining 6 hours of the 24-hour period shall be additional work time and shall be compensated for in the manner required by the Fair Labor Standards Act.

Section 10. Cogeneration - Hydroelectric Operation/Maintenance Bonus

The parties agree jointly to recommend to the County's Board of Supervisors that effective July 1, 2001, all employees in the Unit who are assigned cogeneration or hydroelectric operating/maintenance duties shall be paid additional compensation at the rate of one dollar and fifty cents (\$1.50) per hour for each hour of such duties.

Section 11. Meal Pay

Effective January 1, 2007, upon management's approval, an employee in a post shift assignment who is required to remain on duty to cover an additional unscheduled shift of four or more hours will receive compensation for a meal, not to exceed fifteen (15) dollars.

ARTICLE 9 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standard Act, 29 U.S.C. 201 et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Section 2. Distribution of Overtime

Management shall assign overtime as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Section 3. Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

Section 4.

On or after August 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period October 1, 1993, through and including June 30, 1994, and remaining on the books may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

ARTICLE 10 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

- A. For the purpose of this ARTICLE, an out-of-class assignment is the full-time performance of all the significant duties of an allocated funded position in a one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date the request for relief, no bonus under this ARTICLE is to be paid; or

return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this ARTICLE is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, he/she performs the out-of-class assignment, and terminates when the Conditions of this ARTICLE are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full-time basis.

- B. It is the intent of management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this ARTICLE shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.
- C. It is agreed that the provisions of this ARTICLE will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

ARTICLE 11 **EMPLOYEE BENEFITS**

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 12 LEAVES OF ABSENCE

Section 1. Pregnancy Leave

The parties agree that departmental management shall grant leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her positions. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Chief Executive Office and by the department head.

The parties further agree that upon commencements of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which prevents her from performing her duties of her position as certified by a physician, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness and injury.

Section 2. Military Leave

The provision of the LA Angeles County Code Section 6.20.080(c) and applicable law, shall apply to the employees in the bargaining unit covered by MOU.

Section 3. Jury Duty

During the time an employee is actually reporting to the court for jury duty and following receipt of Certificate of "Jury Service" (Jury Form 4), the department head or his designee

will convert the employee's unusual shift to a regular five-day, Monday through Friday, day shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his regular pay provided he deposits his fees for service, other than mileage, with the County Treasurer.

Section 4. Witness Leave

Whenever any full time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fee, except mileage with the County Treasurer.

Section 5. Coalition of County Unions (CCU) Fringe Benefits

Provisions for the following leaves can be found in the CCU Fringe Benefits MOU:

- Sick Leave
- Bereavement leave
- Family Medical Leave

Section 6. Employee Organization Leave

Upon written request of the union to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave, one (1) employee in the bargaining unit, where conditions permit, may be a leave of absence without pay in accordance with Civil Service Rules. Said leave of absence shall not exceed thirty (30) days, unless mutually agreed upon by both parties. Leaves shall be primarily for the purposes of conducting Union Business with the County of Los Angeles. Except by mutual consent, no more than one (1) employee shall be on such leave from any given department.

The provisions of this Article do not apply to probationary and temporary employees.

ARTICLE 13 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with the County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop

A. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.

B. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 shall prevail. There shall be only one election during the term of this agreement.

D. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member Agency Fee payers to meaningfully challenge

the propriety of the uses of Agency Fees in accordance with the decision of the United States Supreme Court in *Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson*, 106 S. CT. 1066 (1986). Such notice and procedures shall be provided to non-member agency fee payers for each year that agency shop agreement is in effect.

E. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this ARTICLE, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not

completed and returned within (30) working days, the County-Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contribution shall be the first pay period following thirty (30) working days of employment or the pay period this ARTICLE becomes implemented for current employees, whichever is later.

F. List of New Employees/Separations

Each department with employees in this Unit will furnish the Union with a list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, date of hire into the Unit, salary, classification, and work location of all employees who enter the bargaining unit and are subject to this agreement. Such list shall include new hires, returnees from unpaid leaves, and employees promoted, demoted or transferred into the bargaining unit. The list shall also contain information which includes the names and effective dates of employees leaving this bargaining unit.

Section 3. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this ARTICLE.

ARTICLE 14 **UNIFORMS**

Five (5) uniforms, as prescribed by Management, will be provided to each permanent, full-time employee where such uniforms are required by Management.

ARTICLE 15 SPECIAL PROVISIONS

- A. (1) The County agrees to maintain a minimum 154 position work force comprised of not less than the following:
- (a) 18 Stationary Engineer Helpers; 9 in Health Services; 8 in Internal Services; 1 in the Sheriff's Department.
 - (b) 1 Stationary Engineer I in the Department of Public Works.
 - (c) 127 Stationary Engineer II; 48 in Health Services; 54 in Internal Services; 24 in the Sheriff's Department; 1 in the Department of Public Works.
 - (d) 8 Stationary Engineer Control Specialist; 6 in Internal Services; 1 in Health Services; 1 in the Sheriff's Dept.

This work force is to operate and perform normal maintenance at the facilities listed in paragraph C below. Not more than 3 of the Stationary Engineer II positions may be filled at the Stationary Engineer I level.

- (2) The Department of Public Works will maintain the following number of funded positions for the duration of this Memorandum of Understanding:

Item 7180 - Assistant Dam Operator - 11 positions

Item 7183 - Dam Operator - 10 positions

- B. The parties agree that should the County open, close, modify or convert any power plant facility or Flood Control Dam during the term of this agreement; they shall negotiate on appropriate staffing to modify paragraph A above. If agreement on staffing is not reached within a reasonable period of time, Management will establish the staffing pattern it considers appropriate, subject to the grievance procedure, ARTICLE 22, of this agreement.

- C. Facilities in place and operating on the effective date of this agreement:

1. Health Services -

Harbor General Hospital Plant

LAC/USC Medical Center - all buildings comprising 5 zones and LAC/USC

Medical Center Plant

Rancho Los Amigos Hospital Steam and refrigeration Plant

2. Internal Services -

Central Heating and Refrigeration Plant

Dorothy Kirby Center Plant

Los Padrinos Juvenile Hall Plant

Martin Luther King, Jr. /Drew General Hospital Plant

Olive View Hospital Plant

Peter Pitchess Power Plant

Public Social Services Plant

Barry J. Nidorf Juvenile Hall Plant

3. Sheriff's Department -

Century Regional Detention Facility (CRDF)

Twin Towers Center Plant

Mira Loma Facility Plant

North County Correctional Facility

- D. It is agreed that the filling of positions in paragraph A above is subject to the ability of the County to recruit competent employees. To this end, the Union agrees to assist the County by referring competent prospective employees.

E. Examinations

The parties agree that vacancies occurring in classes in the Plant Operating Group represented by a Certified Bargaining Unit shall be filled by examination in accordance with applicable Civil Service Rules and that said examination shall be on either an Open Competitive or an Interdepartmental basis.

F. Promotions

The parties agree that any Stationary Engineer I employed by the Internal Services Department pursuant to paragraph A above must qualify for promotion to the class of Stationary Engineer II within six months after meeting any minimum experience requirements.

G. Apprenticeship & Training

The parties agree jointly to recommend to County's Board of Supervisors that the County through the Department of Human Resources contract for apprentice and journeyman training with the Southern California Operating and Maintenance Engineer, Local 501 Apprenticeship Training Trust Fund commencing July 1, 1984. Effective July 1, 2001, the contract amount shall not exceed \$135.00 per journeyman Stationary Engineer II employee per year, based on the Stationary Engineer II Position count in Section A. of the ARTICLE as of July 1. Effective

July 1, 2002, the contract amount for apprentice and journeyman training shall not exceed \$166.40 per journeyman Stationary Engineer II employee per year in accordance with the aforementioned conditions. In consideration, the County shall be made available 50 apprentice training slots and as many journeyman training slots as are available, on a first come first serve basis.

The parties further agree that the County is to be the sole determinant as to the number of apprentices employed by the County.

ARTICLE 16 SAFETYSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. Local 501 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his Steward to the local facility Safety Officer or the Departmental Safety Officer, if there is no local Safety Officer.

On any matter of safety that is not resolved by the Safety Officer within a reasonable period of time, the Steward may confer with the Safety Officer who will respond in writing.

If the Steward is not satisfied with the response of the Safety Officer, a Local 501 Business Representative may consult with the Chief of the Workers' Compensation & Occupational Health Branch of the Department of Personnel or his designate. A representative of such

Branch shall investigate the matter and advise the department head and Local 501 of his findings and recommendations, if any.

Section 2. Protective Clothing

Management and the Union agree that protective clothing and devices currently available shall remain available.

Section 3.

Management and Local 501 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4.

Management shall provide for adequate staffing so that employees in this unit are not required, on a regular basis, to be scheduled more than one (1) shift in a 24 hour period. Exceptions to this provision shall be made where necessary because of rotation of shifts or assignments of Relief Maintenance Engineers. Vacation times shall be scheduled in accordance with ARTICLE 18, Section K to avoid safety and health impact. Management shall fill behind any unscheduled absences due to illness or injury which can be expected to exceed 30 calendar days with temporary qualified employees as soon as possible.

Section 5. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 17 TRANSFER

- A. Employees in Stationary Engineer, Stationary Engineer Helper or Wastewater Treatment Plant Operator classifications who desire to be laterally transferred to another department utilizing those same classifications must submit a written request for transfer to the Personnel Office of the department to which transfer is desired.

County departments affected by this Memorandum of Understanding will, prior to recruiting new employees to fill vacancies for classes within this Unit, review requests on file. Priority of selection from requests on file will be determined by (1) date of request, (2) seniority in class, and (3) County continuous service seniority. Where the release of an employee pursuant to a transfer request made under this ARTICLE would create an untenable operational hardship, Management shall have the right to delay release until a suitable replacement can be obtained and/or trained, if necessary. "Qualified employee" means an employee employed in the same classification as is vacant, who has at least a competent performance evaluation on file ninety (90) days prior to the transfer and has requested such a lateral transfer.

- B. Employees in this Unit who desire to be transferred to a specific shift, job assignment or work location within their employing department shall make such requests known in accordance with the employing department's transfer policy.

- C. Employees who desire to transfer into the Sheriff's department may submit a transfer request to that department's Director of Personnel who shall consider the employee's request. Transfer/appointment into the Sheriff's department is subject to the satisfactory completion of that department's background investigation.

The foregoing language shall not supersede and/or replace the provisions of ARTICLE 15, Special Provisions, Section E, Examinations, of the Memorandum of Understanding.

D. Involuntary Transfer

When it becomes necessary to transfer an employee on an involuntary basis, the department will make every effort to give the employee at least 10 business days' written notice, prior to implementation date. Such notice may be waived by mutual agreement of both parties, confirmed in writing.

ARTICLE 18 **WORK SCHEDULES AND RULES**

- A. Work schedules are defined as an employee's assigned hours of the day, days per week and/or his shift rotation schedule.
- B. The workweek shall consist of five (5) consecutive workdays and two (2) days of rest exclusive of holidays, except for employees working a rotating shift schedule which shall average five (5) workdays and at least two (2) consecutive rest days per week exclusive of holiday.
- C. Eight (8) consecutive hours exclusive of standby time and an unpaid meal period of at least 30 minutes for non-post positions shall constitute a day's work.
- D. Notification to affected employees of changes in work schedules shall be made at least five working days in advance except for emergencies, or to meet unusual operational requirements, or by mutual agreement of both parties. Where changes in work schedule are made without the requisite five working days' notice, excluding changes to meet emergencies and/or unusual operational requirements, employees will be compensated at the overtime rate defined in ARTICLE 9, Overtime, of this Memorandum of Understanding for all time worked on the new schedule during the five-working-day notice period. Relief assignments and apprentices are not included in this Understanding. Work schedule changes shall not be made for disciplinary purposes. Emergency, as used herein, is defined to mean an occurrence of a serious nature, developing unexpectedly, or requiring immediate action to protect life, safety, or health.

- E. Work schedules showing work shifts for the period January 15 of one year through January 14 of the following year, shall be posted on Bulletin Boards prior to the preceding December 1 and shall remain posted throughout the life of the schedule.
- F. Eight (8) consecutive hours of work shall constitute the workday for post position employees. Whenever possible, the meal period shall be scheduled at the middle of the shift. Post position employees will be permitted time to eat on shift when conditions permit.
- G. When work can be interrupted, there may be a rest period which shall be taken at a time and place and in a manner determined by the employee's immediate supervisor. Such rest period shall be with pay and shall not exceed fifteen (15) minutes for each four (4) hours' work. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it may not be used to cover an employee's late arrival to work or early departure. Nor may it be regarded as accumulative if not taken. This section shall not apply to post positions.
- H. If an employee is temporarily assigned to work at a location other than in his regularly assigned section or geographical area, and the distance from his home to the new work location is greater than his regular driving distance, he shall report to his regular assignment at the assigned starting time. Relief assignments and apprentices are not included in this Understanding.

If an early shift is required to provide relief on Flood Control District dams, such employee shall be allowed to work to the end of this normal shift and shall be compensated in accordance with ARTICLE 9, Overtime.

- I. The parties agree that Chief Stationary Engineers and Assistant Chief Stationary Engineers in the Plant Operating Engineers' Group shall not be assigned the duties of a post position employee, except as follows:
 - 1. Where Management is able to demonstrate a good faith effort to assign such duties to an available post position employee as referenced in Paragraph I above.
 - 2. Where Management and the Union specifically agree otherwise.
- J. It is agreed that relief assignments in the Power Plant Division will be made on an individual Area or Support Section basis.
- K. It is agreed that vacation schedules will be established on the basis of a 10-man vacation selection list exclusive of supervisors for each area. The names on this list will be rotated annually (e.g., #1 on the Vacation Selection List during the current year will be on the bottom of the list the following year; #2 will move up to #1, etc.).

New employees will be added to the bottom of the list as they become eligible for vacation. Employees may exchange their place on the list during the current year, but this exchange will not affect their position on the list the following year. Employees may take a split vacation but choice for scheduling such a vacation from the Vacation Selection List will apply to the first part of the vacation only. Split vacations will be considered two (2) periods of time off. The first choice will be selected as indicated above. After all first choice selections are made, the second choice, if any, will be made in the same numerical order.

- L. The standard work schedule in the Internal Services Department Power Plant Section shall be a rotating shift schedule.

Subject to approval by Management, Plant Operating Engineer crews may request to work a straight shift schedule subject to the following:

1. No additional manpower or overtime hours are required to implement and maintain the straight shift schedule.
2. No changes in vacation schedules are required except with the consent of all parties involved including Management.

3. All members of a crew must be agreeable to the change and must have resolved all shift assignments. For purposes of this Section, a crew is defined as all the employees assigned to operate a power plant or a section of power plant.
4. Unless the request for straight shift assignment is approved, Management shall consult with the employee representative on the impact of the request.
5. Approved requests for straight shift assignments shall be implemented at a mutually agreeable date and time. Approvals shall be valid for one year and shall not be withheld upon request for renewal except as provided for in this Section.
6. The parties agree that if shift coverage and schedules cannot be maintained on a voluntary basis, Management shall consult with the employee representative prior to taking any action, time permitting.
7. Management shall consult with the employee representative prior to implementing changes in schedules caused by operational changes.
8. Stationary Engineers who routinely work on unsupervised straight shifts, in a facility where an unsupervised shift is the norm, may be required to work, for

purposes of training and evaluation, at least five but not more than ten days in each twelve month period on a normally supervised shift and that any other qualified Stationary Engineer employed in that same facility may be assigned to the unsupervised shift for the duration of such training and evaluation.

- ® M. In the scheduling of shifts and work weeks for Employees covered by this MOU, Management agrees to abide by all the laws and protections accorded under the Fair Labor Standards Act, 29 U.S.C. 201, et seq.

ARTICLE 19 WORK ACCESS

A Business Representative of the Union shall have access to the County's facilities during working hours only for the purpose of investigating matters arising out of the application of this Understanding. He shall request authorization for the visit by contacting the department head or his designated representative two (2) hours prior to the visit. A shorter notification period may prove acceptable by mutual agreement between the parties.

The Union shall give to all department or district heads with employees in this Unit and the Chief Administrative Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by the Union. Access to work locations will only be granted to representatives on the current list.

ARTICLE 20 STEWARDS

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a maximum of twenty-five (25) Union Stewards. In instances where the absence of an employee for purposes described in this ARTICLE would create a hardship upon the County, the Union Business Representative shall be privileged to act on his behalf.

Additional Stewards may be approved by mutual agreement between the department or district head and the Union. The Union shall give each department head having employees in the Unit a written list of the names of employees selected as Stewards, which list shall be kept current by the Union. An alternate Steward may be appointed to function in the absence of the regular Steward.

The Union agrees that whenever investigation or the processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about prompt disposition of the matter will be utilized. Stewards desiring to leave their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. In this event, his release from work shall be made as soon as practical.

Prior to entering another work location, the Steward shall inform the supervisor in said work location of his presence. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be informed when the employee will be made available.

The Steward shall perform the aforementioned duties without loss of pay.

ARTICLE 21 **BULLETIN BOARDS**

Management will furnish and maintain Union bulletin board space agreeable to the parties at locations where employees covered by this Understanding are employed. The boards shall be used only for the following subjects:

- A. Union recreational, social and related news bulletins;
- B. Scheduled Union meetings;
- C. Information concerning Union elections or the results thereof;
- D. Reports of official business of Union including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved by the department or district head.

Prior to posting, material described in Paragraph E above shall be initialed by an authorized representative of both Union and the applicable department or district head. Bulletins requiring approval shall be acted upon within one (1) normal working day.

In cases where Union represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by Union at that work location.

ARTICLE 22 **GRIEVANCE PROCEDURE****Section 1.** **Purpose**

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint or reprisal against any employee who may submit or be involved in a grievance.

Section 2. **Definition**

- A. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his immediate supervisor.
- B. "Business Days" means calendar days exclusive of Saturdays, Sundays and legal holidays.
- C. Grievance forms shall mean those forms now in use by various departments except that such forms may be amended by mutual agreement of the parties.

Section 3. **Responsibilities**

- A. The Union agrees to encourage an employee to discuss his complaint with his immediate supervisor.

- B. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him at a mutually satisfactory time.
- C. Department management has the responsibility to:
 - 1. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - 2. Supply the employee with the necessary information to process his grievance to the proper agency or authority.
- D. An employee who files a formal written grievance shall state as clearly as possible the action(s) being grieved, the ARTICLE(s) violated and the remedy requested.

Section 4. Waivers and Time Limits

- A. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
- B. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement.

- C. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
- D. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

- A. The employee has the right to the assistance of a representative in the preparation of his written grievance and to represent him in formal grievance meetings.
- B. A County employee selected as a representative in a grievance is required to obtain the permission of his immediate supervisor to absent himself from his duties to attend a grievance meeting.
- C. An employee may represent his grievance to Management on County time. In scheduling time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department.

Section 6. The Parties' Rights and Restrictions

- A. Only a person selected by the employee and made known to Management 24 hours prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.

- B. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

- C. The Union has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

- D. If the certified employee representative elects to attend any formal grievance meeting, he must inform department management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

Section 7. Procedure

A. Informal Complaint

1. Within ten (10) business days from the occurrence of the matter on which complaint is based, or within ten (10) business days from his knowledge of such occurrence, an employee should discuss his complaint in a meeting with his immediate supervisor. If the employee elects to have a representative attend such meeting, the supervisor may elect to have another Management representative present.
2. Within ten (10) business days from the date of such discussion, the immediate supervisor shall verbally reply to the employee's complaint.

B. Grievance

Step 1. Supervisor

1. Within ten (10) business days from receipt or failure to receive the supervisor's decision, an employee, not satisfied, may file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he requests from his departmental management. The employee shall submit two copies to his immediate supervisor and retain the third copy.

2. Within ten (10) business days, the immediate supervisor shall give his decision in writing to the employee on the original copy of the grievance.

Step 2. Management Representative

1. Within ten (10) business days from his request of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the designated Management representative. The Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him.
2. Within ten (10) business days from receipt of the grievance, the Management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3. Department Head

1. Within ten (10) business days from his receipt of the decision at level two, the employee may appeal to the department head using the original copy of the grievance.

2. Within ten (10) business days from the receipt of the employee's grievance, the department head or his designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.
3. If the department head or is designated representative fails to give a decision at the third level within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
4. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or his designated representative shall be final except for those matters which may be submitted for hearing under provisions adopted by the Los Angeles County Civil Service Commission.

Section 8. Arbitration

- A. Within thirty (30) days from the receipt of the written decision of the department head or his designated representative, the Union may request that the grievance be submitted to arbitration as provided hereinafter.

B. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

1. The interpretation, application, merits or legality of any state or local law or ordinance adopted by County's Board of Supervisors unless the arbitrator, in his discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;
2. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Commission Rules, nor matters under the jurisdiction of said Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission including, but not limited to discharges, reductions, suspensions, transfers, classification actions, performance evaluations and similar matters within the jurisdiction of said Civil Service Commission; nor
3. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County department, agency or commission unless the arbitrator, in his discretion,

finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

4. Grievance on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
- C. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph B hereof, be submitted to arbitration, he shall, within the time requirements set forth above, send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer and to the County department head or officer affected, which request shall:
1. Set forth the specific grievances as originally filed and processed through the grievance procedure;
 2. State with particularity those portions of the grievance which have not been satisfactorily resolved by said department head in his written decision resulting from Step 3 of the grievance procedure and concerning which arbitration is requested; and

3. Request that said Employee Relations Commission, pursuant to its applicable rules and regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievances as provided for herein.
- C. Arbitration of grievances hereunder will be limited to the formal written grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.
- E. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then

resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

- F. A written decision of an arbitrator resulting from the arbitration of a grievance under the following ARTICLES shall be entirely advisory in nature and shall not be binding upon any of the parties:

Payroll Deductions and Dues

Recognition

Implementation

Term

Renegotiation

Special Provisions

Authorized Agents

Provisions of Law

ARTICLE 23 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Local 501 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the right of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon.

- A. Where Local 501 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 501 may request in writing that a meeting be held with the authorized representatives of the County who have the authority to make effective recommendations for the resolution of the matter. Such a written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within fifteen (15) business days of receipt of the request for such a meeting, Management's designate(s) and Local 501's representative(s) will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within fifteen (15) business days of such meeting, and in the event the matter is not satisfactorily resolved, Local 501 shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For

purposes of this provision, Management's principal representative(s) shall mean County department or district head(s) or his authorized representative(s) including the Chief Administrative Officer or his authorized representative who has authority to resolve the matter.

- C. Within thirty (30) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2, of ARTICLE 22, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of ARTICLE 22 of this Memorandum of Understanding.

It is further understood that this ARTICLE is not intended as a substitute or alternative for the grievance procedures set forth in ARTICLE 22 of this Memorandum of Understanding. Instead, this ARTICLE is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in ARTICLE 22 hereof.

ARTICLE 24 **EXPEDITED ARBITRATION**

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 22, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - a. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - b. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor

- c. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office, or any other County department, agency, or Commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - d. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- a. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by the party on its behalf, including but not limited to witness fees.

- b. The parties agree that: 1) no stenographic record of the hearing will be made; 2) there will be no representation by outside counsel; and 3) there will be no post hearing briefs.
- 5. The arbitrator selected shall hear the grievance(s) within 10 working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
- 6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
- 7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
- 8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
- 9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board

of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties of this process of all other administrative processes for the resolution of this dispute in whole or in part, and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leaves of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 25 JOINT LABOR-MANAGEMENT COMMITTEE

Section A.

The parties agree to establish a Joint Labor/Management Committee to meet on the issues affecting employee relations of the unit.

The committee shall be limited to a total of ten members, unless the parties agree otherwise. Five members shall be appointed by Management and a total of five members shall be appointed by Local 501.

The committee shall have the authority to develop its own procedures, including scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

Section B.

Joint Labor/Management Committee shall discuss classification issues during the term of this agreement. The union shall forward a written request directly to Chief Executive Officer and/or it's designee to initiate discussion of classification matters. The Union shall include an agenda, which identifies the classification(s) at issue, ten business days prior to a JLMC meeting date.

ARTICLE 26 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agreed that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.

- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.

- D. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

- E. It is expressly understood that all ARTICLES in this Memorandum of Understanding shall expire and otherwise be fully terminated at 12 Midnight on December 31, 2003, except that ARTICLE 4, Term; ARTICLE 5, Recognition; ARTICLE 7, Salaries; and ARTICLE 22, Grievance Procedure shall continue in effect until such time as a successor Memorandum of Understanding is negotiated between the parties.

ARTICLE 27 NO STRIKE

The parties to this Memorandum of Understanding recognize their mutual responsibility to provide uninterrupted public services; therefore, the County shall not lock out employees and the Union shall not cause or sanction strikes or picketing. Should picketing be occasioned by persons or organizations other than the Union party to this Memorandum, employees may not refuse to cross such picket line unless Operating Engineers Local 501 specifically sanctioned, endorsed and approved such action. If Operating Engineers Local 501 sanctions, endorses or approves such action, the County is free to pursue its legal remedies.

ARTICLE 28 MANAGEMENT RIGHTS

It is understood and agreed that Management reserves and retains all its inherent managerial rights, powers, functions and authorities, as defined in Section 5 of the Employee Relations Ordinance of the County of Los Angeles, which Management had prior to entering in this Memorandum, unless and only to the extent that the provisions of this Memorandum specifically curtail or limit such rights, powers, and authority, subject to the right of an employee to grieve the practical consequences of a Management Rights' decision on wages, hours and other terms and conditions of employment.

ARTICLE 29 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither Union nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of the Memorandum of Understanding. It is further understood that this ARTICLE shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 30 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Administrative Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

- B. The Union's principal authorized agent shall be the Business Manager of Local 501 or his duly authorized representative (Address: 2405 West Third Street, Los Angeles, California 90057; Telephone: 385-1561).

ARTICLE 31 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or County laws, rules and regulations or is otherwise held to be unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 31 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or County laws, rules and regulations or is otherwise held to be unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 32 **EMPLOYEE RIGHTS**

Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE 33EMPLOYEE LISTSSection 1.

Management will provide the Union with a list of all employees in the unit within thirty (30) days from the date of this Memorandum of Understanding. Additional lists may be provided at no less than four (4) month intervals when requested by the Union at a reasonable cost determined by the Office of the Auditor-Controller.

Section 2.

Upon request of the Union, on a bi-annual basis, the following Departments as referenced in Article 15, Special Provisions: (Health Services, ISD, Public Works and Sheriff) shall provide a list of encumbered items with employee name, item number, and employee number indicated for each position by Departmental Facility.

ARTICLE 34 **CLASSIFICATION/COMPENSATION STUDY**

The parties mutually agree to the performance of a classification/compensation study for the following classifications:

1. Assistant Dam Operator
2. Assistant Wastewater Treatment Plant Operator
3. Dam Operator
4. Stationary Engineer I
5. Stationary Engineer II
6. Stationary Engineer Apprentice (1st year)
7. Stationary Engineer Apprentice (2nd year)
8. Stationary Engineer Apprentice (3rd year)
9. Stationary Engineer Apprentice (4th year)
10. Stationary Engineer Control Specialist
11. Stationary Engineer Helper
12. Wastewater Treatment Plant Operator

Management shall provide quarterly reports to the Union on each of the aforementioned studies at the Joint Labor-Management Committee.

All studies shall be completed no later than September 30, 2007.

Upon completion, Management shall meet with the Union to consult on the impact of these studies as they affect members of the bargaining unit.

ARTICLE 35 NOTICE OF LAYOFFSection 1. Board Policy on Workforce Reductions

It is the intent of the parties during the term of this MOU to comply with the June 21st and April 4th, 1995 Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a. discontinuing non-County contracted temporary personnel Government Code Section 31000 et seq.) who perform functions comparable to County Positions subject to demotion or layoff, and
- b. take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off, will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Department management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Departmental Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 36 PERSONNEL FILES

An employee, or his/her certified representative, with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired. A reasonable number of employee reviews can occur on County time.

An employee shall be advised of, and entitled to read, and receive a copy if requested, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document will not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of

the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used paid sick leave taken in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on an Appraisal of Promotability or a Performance Evaluation or attached to such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one (1) year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date that the contents of the sealed envelope will be destroyed shall also appear on the face of the envelope. That date shall be two (2) years from the date of issuance of the document(s) in the sealed envelope.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

If the department takes disciplinary action against an employee, the department, upon request of the employee, will furnish the employee copies of any documents or written statements used by the department as a basis for its action.

No non-related work material will be introduced.

ARTICLE 37 NEW EMPLOYEE ORIENTATION

Union representation shall be noticed of and participate in new employee orientation for the sole purpose of providing employees information regarding Union membership. The County shall notify the Union of time, date, and location of when it is conducting new employee orientation.

This article is advisory only.

ARTICLE 38EMPLOYEE RIGHTS CONTRACTING OUT/TRANSFER
OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a request for proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Administrative Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to the Union and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in

order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement.

Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

APPENDIX A

DEPARTMENT OF HEALTH SERVICES


DHS will meet with BU 401 to discuss job duties and work assignments for LAC/USC Med Center Stationary Engineers assigned to evening and grave yard shifts.

This Section will sunset on 9/30/2015.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

OPERATING ENGINEERS, LOCAL 501
AUTHORIZED REPRESENTATIVES

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
Thomas O'Mahar
President
I.U.O.E. Local 501

By _____
William T Fujioka
Chief Executive Officer

By 
Gavin Koon
Business Agent
I.U.O.E. Local 501

By 
Ed Curly
Business Manager
I.U.O.E. Local 501

Term of MOU 401 10.1.13 - 9.30.15

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (Continued)

OPERATING ENGINEERS, LOCAL 501 COUNTY OF LOS ANGELES
AUTHORIZED REPRESENTATIVES AUTHORIZED MANAGEMENT
REPRESENTATIVES

By Heather SkopikBy Maria P. PascualBy Jesus V. AlcantaraBy David RuteBy Connie HarrisBy Louise P. CanyonBy 6. Rick LantzBy Frank AlingerBy [Signature]By W.A. Holen

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
AUTOMOTIVE AND EQUIPMENT MAINTENANCE
AND REPAIR EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 17th day of
December, 2013,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management")
of the County of Los Angeles (hereinafter
referred to as "County")

AND

American Federation of State, County, and
Municipal Employees Council 36, Local
119 (hereinafter referred to as "AFSCME
Local 119" or "Union").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME Local 119 was certified on February 24, 1970 by County's Employee Relations Commission (Employee Relations Commission File No. R-12-69) as the majority representative of County employees in the Automotive and Equipment Maintenance and Repair Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes AFSCME Local 119 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in the Unit in the classifications identified in Article 6, Salaries.

Management agrees that it shall recognize AFSCME Local 119, as the exclusive representative of the employees in this unit when County rules, regulations or laws are amended and AFSCME Local 119 has shown it has met the requirements of any such new rules.

ARTICLE 2 NON-DISCRIMINATION

The parties mutually recognize and agree to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME Local 119 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions, affiliations or handicapped status.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the County's Salary Ordinance, Ordinance No. 6222, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Such implementation shall be effective as of date of ratification by Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, during the period from April 15, 2015 to May 15, 2015, its written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding with the exception of salary proposals which shall be presented no later than June 1, 2015. Negotiations shall begin thereafter within, but no later than, thirty (30) days from date of receipt of aforementioned notice and proposals. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 6 SALARIES

Section 1. Recommended Salary Adjustment

A. The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicate

| ITEM NO | ITEM CLASSIFICATION | EFFECTIVE DATE | NOTE | SCH | MINIMUM RATE | MAXIMUM RATE |
|------------|-------------------------------------|-------------------|------|-----|-----------------|-----------------|
| 6041 | ASST AUTOMOTIVE EQUIPMENT INSPECTOR | CURRENT | N2 | 74A | 3297.00 | 3872.00 |
| | | 10/01/2013 | N2 | 74J | 3362.45 | 3948.36 |
| | | 10/01/2014 | N2 | 75F | 3428.36 | 4026.55 |
| | | 04/01/2015 | N2 | 76C | 3495.27 | 4106.36 |
| 6045 | AUTOMOTIVE EQUIPMENT INSPECTOR | CURRENT | | F | | 4734.83 |
| | | 10/01/2013 | | F | | 4829.53 |
| | | 10/01/2014 | | F | | 4926.12 |
| | | 04/01/2015 | | F | | 5024.64 |
| 7461 | BODY & FENDER MECHANIC | CURRENT | | F | | 4853.95 |
| | | 10/01/2013 | | F | | 4951.03 |
| | | 10/01/2014 | | F | | 5050.05 |
| | | 04/01/2015 | | F | | 5151.05 |
| 6607 | EQUIPMENT MAINTENANCE HELPER | CURRENT | | 68J | 2715.09 | 3362.45 |
| | | 10/01/2013 | | 69F | 2768.18 | 3428.36 |
| | | 10/01/2014 | | 70C | 2822.00 | 3495.27 |
| | | 04/01/2015 | | 70L | 2878.00 | 3564.36 |
| 6610 | EQUIPMENT MAINTENANCE WORKER | CURRENT | N2 | 75H | 3444.91 | 4046.36 |
| | | 10/01/2013 | N2 | 76E | 3512.55 | 4126.73 |
| | | 10/01/2014 | N2 | 77B | 3581.73 | 4208.45 |
| | | 04/01/2015 | N2 | 77K | 3651.55 | 4292.09 |
| 6609 | FUEL EQUIPMENT TECHNICIAN | CURRENT | N2 | 81H | 4046.36 | 4761.09 |
| | | 10/01/2013 | N2 | 82E | 4126.73 | 4856.00 |
| | | 10/01/2014 | N2 | 83B | 4208.45 | 4952.36 |
| | | 04/01/2015 | N2 | 83K | 4292.09 | 5051.27 |
| 7472 | FIRE EQUIPMENT MECHANIC | CURRENT | | F | | 5348.13 |
| | | 10/01/2013 | | F | | 5455.09 |
| | | 10/01/2014 | | F | | 5564.19 |
| | | 04/01/2015 | | F | | 5675.47 |
| 6012 | GARAGE ATTENDANT I | CURRENT | | 66L | 2585.73 | 3202.27 |
| | | 10/01/2013 | | 67H | 2636.55 | 3265.36 |
| | | 10/01/2014 | | 68E | 2688.55 | 3329.73 |
| | | 04/01/2015 | | 69B | 2741.64 | 3395.27 |

| | | | | |
|--|------------|--------|---------|---------|
| 6014 GARAGE ATTENDANT II | CURRENT | 68L | 2728.36 | 3378.82 |
| | 10/01/2013 | 69H | 2781.45 | 3444.91 |
| | 10/01/2014 | 70E | 2836.00 | 3512.55 |
| | 04/01/2015 | 71B | 2892.00 | 3581.73 |
| 7434 HEAVY STATIONARY EQUIPMENT MECHANIC | CURRENT | F | | 5242.76 |
| | 10/01/2013 | F | | 5347.62 |
| | 10/01/2014 | F | | 5454.57 |
| | 04/01/2015 | F | | 5563.66 |
| 7496 HELICOPTER MAINTENANCE INSPECTOR | CURRENT | F | | 7156.37 |
| | 10/01/2013 | F | | 7299.50 |
| | 10/01/2014 | F | | 7445.49 |
| | 04/01/2015 | F | | 7594.40 |
| 7492 HELICOPTER MECHANIC | CURRENT | F | | 6460.24 |
| | 10/01/2013 | F | | 6589.44 |
| | 10/01/2014 | F | | 6721.23 |
| | 04/01/2015 | F | | 6855.65 |
| 7430 POWER EQUIPMENT MECHANIC APPRENTICE | CURRENT | N30B F | | 4732.60 |
| | 10/01/2013 | N30B F | | 4827.25 |
| | 10/01/2014 | N30B F | | 4923.80 |
| | 04/01/2015 | N30B F | | 5022.28 |
| 7000 POWER EQUIPMENT PAINTER | CURRENT | F | | 4734.83 |
| | 10/01/2013 | F | | 4829.53 |
| | 10/01/2014 | F | | 4926.12 |
| | 04/01/2015 | F | | 5024.64 |
| 7433 POWER EQUIPMENT TECHNICIAN | CURRENT | F | | 4853.95 |
| | 10/01/2013 | F | | 4951.03 |
| | 10/01/2014 | F | | 5050.05 |
| | 04/01/2015 | F | | 5151.05 |
| 7425 POWER EQUIPMENT TECHNICIAN HELPER I | CURRENT | N2 71L | 3117.55 | 3660.27 |
| | 10/01/2013 | N2 72H | 3179.09 | 3733.27 |
| | 10/01/2014 | N2 73E | 3241.64 | 3807.09 |
| | 04/01/2015 | N2 74B | 3305.18 | 3881.55 |
| 7427 POWER EQUIP TECHNICIAN HELPER II | CURRENT | N2 74L | 3378.82 | 3967.45 |
| | 10/01/2013 | N2 75H | 3444.91 | 4046.36 |
| | 10/01/2014 | N2 76E | 3512.55 | 4126.73 |
| | 04/01/2015 | N2 77B | 3581.73 | 4208.45 |
| 6613 SENIOR EQUIPMENT MAINTENANCE WORKER | CURRENT | N2 79H | 3834.91 | 4509.64 |
| | 10/01/2013 | N2 80E | 3910.18 | 4599.45 |
| | 10/01/2014 | N2 81B | 3986.91 | 4690.73 |
| | 04/01/2015 | N2 81K | 4066.18 | 4784.55 |

| | | | |
|-------------------------------------|------------|---|---------|
| 7473 SENIOR FIRE EQUIPMENT MECHANIC | CURRENT | F | 5615.58 |
| | 10/01/2013 | F | 5727.89 |
| | 10/01/2014 | F | 5842.45 |
| | 04/01/2015 | F | 5959.30 |
| 7494 SENIOR HELICOPTER MECHANIC | CURRENT | F | 6783.30 |
| | 10/01/2013 | F | 6918.97 |
| | 10/01/2014 | F | 7057.35 |
| | 04/01/2015 | F | 7198.50 |

B. Apprentice Rates

Persons employed in classifications shown as being compensated on Note 30B in Section 1. A. above shall be compensated at the applicable monthly rate for each interval of employment on the apprentice or trainee item listed in the attached table entitled "NOTE 30B - TABLE OF APPRENTICES RATES." Advancement to the next interval shall be contingent upon satisfactory performance of tasks and training, as defined on July 1, 1979, by the joint apprentice committee and/or other competent authority as established by the director of personnel.

NOTE 30B - TABLE OF APPRENTICE RATES

| ITEM | CLASS | JOURNEY LEVEL | EFFECTIVE DATE | 1 ST | 2 ND | 3 RD | 4 TH | 5 TH | 6 TH | 7 TH | 8 TH |
|------|-------------------------------------|---------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 7430 | Power Equipment Mechanic Apprentice | 4853.95 | | 3033.72 | 3276.42 | 3519.11 | 3761.81 | 4004.51 | 4247.21 | 4489.90 | 4732.60 |
| | | 4951.03 | 10/01/13 | 3094.39 | 3341.95 | 3589.50 | 3837.05 | 4084.60 | 4332.15 | 4579.70 | 4827.25 |
| | | 5050.05 | 10/01/14 | 3156.28 | 3408.78 | 3661.29 | 3913.79 | 4166.29 | 4418.79 | 4671.30 | 4923.80 |
| | | 5151.05 | 04/01/15 | 3219.41 | 3476.96 | 3734.51 | 3992.07 | 4249.62 | 4507.17 | 4764.72 | 5022.28 |

Section 2. Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at
- least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request his department in writing to issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:
1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within

ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

2. Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
 3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- D. During the term of this agreement, should any change be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.AUTOMOTIVE APPRENTICE NOTE 30B PERCENTAGE
TABLE

| <u>Apprentice</u> | <u>1st</u> | <u>2nd</u> | <u>3rd</u> | <u>4th</u> | <u>5th</u> | <u>6th</u> | <u>7th</u> | <u>8th</u> |
|--|------------|------------|------------|------------|------------|------------|------------|------------|
| Power Equipment Painter Apprentice | 55.0 | 62.5 | 70.0 | 77.5 | 85.0 | 92.5 | | |
| Power Equipment Mechanic Apprentice | 62.5 | 67.5 | 72.5 | 77.5 | 82.5 | 87.5 | 92.5 | 97.5 |
| Body & Fender Apprentice | 62.5 | 67.5 | 72.5 | 77.5 | 82.5 | 87.5 | 92.5 | 97.5 |
| Automotive Body Builder Apprentice | 62.5 | 67.5 | 72.5 | 77.5 | 82.5 | 87.5 | 92.5 | 97.5 |

Section 4

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 7 SPECIAL PAY PRACTICESSection 1. Call Back Pay

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 8, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 2. Standby Time

When employees are authorized and assigned to regularly scheduled periods of standby service at off-duty times, such employees will be compensated at the rate of 75 cents per hour for each hour of such assigned standby service.

The parties jointly agree to recommend to the County's Board of Supervisors that effective January 1, 2001, that standby pay be increased by twenty-five cents (\$.25) per hour for a total of one dollar (\$1.00) per hour.

Section 3. Shift Premium

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in 6.10.020 of the County Code shall receive a per hour bonus of 75 cents for each hour worked during said shifts.

Section 4. Uniforms

Where Management requires employees in the unit to wear specific and distinctive uniforms, such uniforms will be provided by Management as an initial issue of five (5) shirts, five (5) trousers and one (1) jacket. Management agrees to replace annually up to 5 shirts, 5 pants and 1 jacket as needed.

This section is not intended to deprive an employee of any currently approved uniform benefit.

Section 5. Field Repairs Under Snow Conditions

Persons employed by Department of Public Works who are actively engaged in the field repair of power equipment under snow conditions shall be entitled to an additional seventy-five cents (\$.75) per hour above the hourly rate established for their classification in Article 6 of the Memorandum of Understanding.

Section 6. Public Services Duties

In recognition of their public duties and responsibilities any employee in the Fire Department in the classification of Fire Equipment Mechanic, (Item No. 7472), or Senior Fire Equipment Mechanic (Item No. 7473) who is regularly assigned to field repair duties, shall, in addition to the salary established for their classification in Article 6 of the Memorandum of Understanding, receive the sum of sixty cents (\$.60) an hour for each hour assigned field repair duties during a month.

Section 7. FAA Inspection Authorization License

Effective July 1, 1990, anyone in the classification of Helicopter Mechanic (Item #7492) and Senior Helicopter Mechanic (Item #7494) who possesses an Inspection Authorization license issued by the Federal Aviation Administration shall be entitled to additional compensation in the amount of five and one half (5.5) percent above the rate for their classification established in Article 6 of the Memorandum of Understanding.

Section 8. Automotive Service Excellence Certificates

- A. The parties agree to recommend to the County's Board of Supervisors that effective January 1, 2001, a permanent, full-time employee in the classifications of Power Equipment Helper II (Item 7427), Power Equipment Mechanic (Item 7433), and Heavy Stationary Equipment Mechanic (Item 7434) who possess valid Automotive Service Excellence Certificates in the area of gasoline engines, diesel engines, drive train, brakes, suspension & steering, electrical systems, heating, ventilation and air conditioning, preventive maintenance, engine repair, automatic transmission/transaxle, and engine performance, shall be entitled to an additional twenty-five cents (\$.25) per hour for each such valid ASE certificate.

Employees in the aforementioned classifications who possess the valid qualifying ASE certificates are eligible to receive additional compensation for either the ASE certificates for automobile or the equivalent ASE for medium/heavy trucks, but not for both.

- B. Effective January 1, 2001, a permanent, full-time employee in the classifications of Fire Equipment Mechanic (Item 7472) and Senior Fire Equipment Mechanic (Item 7473) who possess valid Automotive Service Excellence Certificates (ASE) for medium/heavy trucks in the area of gasoline engines, diesel engines, drive train, brakes, suspension & steering, electrical systems, heating, ventilation, and air conditioning, and preventive maintenance inspection shall be entitled to an additional twenty-five cents (\$.25) per hour for each such valid ASE certificate.

Section 9 Commercial Truck Driver License Bonus

Upon implementation of this Memorandum of Understanding (MOU), notwithstanding any other provision of this agreement, persons in this bargaining unit who, with the approval of Management, possess, obtain or renew a class "A" or "B" motor vehicle license, that is not a requirement for the class in which they are employed, will receive a three percent (3%) bonus higher than that established for such classifications in Article 6, Section 1A of this MOU.

ARTICLE 8 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave, and vacation pay with the exception that those hours paid during a work week for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- B. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

- C. With the approval of departmental management, an employee in the Bargaining Unit may elect to accrue up to 50 hours of FLSA overtime worked to be used as compensatory time off in lieu of pay, at the rate of one and one-half (1 ½) hours for each hour of overtime worked. This will be used at the rate of 1 ½ or 75 hours.

An employee who wants to use his/her accumulated compensatory time must submit a written request ten working days in advance of the dates for which time off is desired. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval by departmental management.

Management may direct an employee to use his/her accumulated compensatory time provided the employee is given thirty days calendar notice.

Employees may not accrue overtime hours which are worked during a Board of Supervisors, State, or Federally declared emergency and/or disaster periods, unless management approves the accrual of such overtime hours.

Section 2. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions

of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 3. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Section 4. Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

ARTICLE 9 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 10 BULLETIN BOARDS

Management will furnish AFSCME Local 119 reasonable bulletin board space in appropriate work locations. The Board shall be used only for the following subjects:

- A. AFSCME Local 119 recreational, social and related news bulletins;
- B. Scheduled AFSCME Local 119 meetings;
- C. Information concerning AFSCME Local 119 elections or the results thereof;
- D. Reports of official business of AFSCME Local 119 including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved by the department or district head.

Prior to posting, any material shall be initialed by an authorized representative of AFSCME Local 119.

In cases where AFSCME Council 36 represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by AFSCME Council 36 at that work location.

ARTICLE 11 SAFETYSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. AFSCME Local 119 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisors, the employee has the right to submit the matter in writing either personally or through his Steward to the local facility Safety Officer or the Departmental Safety Officer, if there is no local safety officer.

On any matter of safety that is not resolved by the Safety Officer within a reasonable period of time, the Steward may confer with the Safety Officer who will respond in writing.

If the Steward is not satisfied with the response of the Safety Officer, either an AFSCME Local 119 business agent or the Union President may consult with the Chief of the Health, Safety, Disability and Benefits Division of the Department of Human Resources or his designate. A representative of such branch shall investigate the matter and advise the department head and AFSCME Local 119 of his findings and recommendations, if any.

Section 2. First Aid Kits

The Departmental Safety Officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities. Contents of the kit will be as follows:

A. Instruments and Equipment

1. Scissors, bandage, 4", blunt end, nickel-plated - 1 each
2. Forceps, splinter, 3 ½" in length, serrated needle points - 1 each
3. Tourniquet, Type D Army - 1 each
4. Splint, inflatable, G-Splint-Arm, Curity, with Tube - 1 each
5. Blanket, rescue, 56" x 84" - 1 each
6. Cold Pak, instant - 2 each
7. Instructions, general first aid, affixed to inside of cover - 1 each

B. Dressings and Bandages

1. Eye dressing packet containing 4 sets of adhesive strips and 4 sterile pads - 1 each
2. Gauze compress, 3" x 3", 4 to a package - 1 each
3. Triangular bandage, sterile, 40" - 2 each
4. Bandage compress, 4" - 3 each
5. Bandage compress, 3" - 3 each
6. Bandage compress, 2" - 2 each
7. Adhesive bandage, 1", plastic, with Telfa pad, sterile, 16 per package - 2 each

C. Medications

1. Wound cleansing and degreasing pad, (alcohol prep pads, Webcol) 10 pads per package - 1 each
2. Sting-Kill swabs, ½ cc, sterile, 10 swabs per package - 1 each
3. Tincture green soap N.F., 10 cc vials, 3 vials per container and gauze pads, 3" x 3", sterile, 4 pads per container - 1 each

Section 3.

Management and AFSCME Local 119 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety & Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4. Safety Committee

Within 60 days after the effective date of this Memorandum of Understanding, management will meet with Union representatives to establish departmental safety committees whose sole purpose shall be to make mutual recommendations to management concerning matters of safety in County facilities where persons covered by this agreement are assigned. Each departmental committee shall consist of two management representatives and two Union representatives, the latter to be selected by the Union.

The committee shall meet quarterly unless mutually waived. Each meeting must be preceded by adequate notice of ten (10) business days and a written agenda. The meeting shall be waived if no notice and written agenda is provided by either party.

ARTICLE 12 WORK SCHEDULES

Section 1. Shift, Lunch and Rest Periods

It is agreed and understood that each employee covered hereunder shall be assigned an 8-hour working shift, unless otherwise agreed to, which shall be exclusive of a 30-minute lunch period. Two 15-minute rest periods, one scheduled during each half of the assigned shift, shall be included in the 8-hour working shift. A fifteen minute break will be allowed following 2 hours of overtime provided work is anticipated to last for at least one additional hour following break.

Section 2. Workweek

The workweek for employees in this unit is 40-hours of work in a seven consecutive day period as defined by management. Normally, the workweek will consist of five - 8 hour days, Monday through Friday.

Section 3. Shift Change

Except for emergencies, employees' work schedules shall not be changed without notice to the employee at least five (5) working days before the change is to be implemented. If an employee's work schedule is changed on less than 24 hours' notice because of storm duty, the employee may be permitted, if work is available in the employee's classification, to work to the end of the employee's regularly scheduled shift. This section is not operative if the work schedule is changed because of storm duty to a 12-hour on, 12-hour off schedule.

Section 4. Work Location

Except for emergencies, employees' permanent work location shall not be changed without notice to the employee at least ten (10) working days before the change is to be implemented. Work location means an automotive repair shop or shops at a geographic site.

Section 5. Emergencies

Nothing herein shall limit the authority of the department or district head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. Emergency as used herein is defined to mean an occurrence developing suddenly and unexpectedly, requiring immediate action to protect life, safety, health or property.

Section 6. Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

ARTICLE 13 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

- A. For the purpose of this article, an out-of-class assignment is the full time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid;

return the employee to an assignment in his/her own class. If such return is

made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 14 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representative and the Chief Executive Office.

The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If an employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, he/she shall be returned to an assignment in his/her own classification and notified of the action in writing.

To qualify for this additional compensation on a full-time permanent employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for

being assigned a special project or assignment shall be two standard salary schedules; or

2. Performs all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules, unless the difference between the employee's class and the higher level class is less than two standard schedules. In this case, the bonus shall be the difference between the two classes.

The bonus provision in paragraph 2 above does not apply to employees on short term higher level assignments of two weeks or less.

For employees on higher level assignments of 2 weeks and 1 day, the additional compensation shall begin on the first day the additional responsibilities are assigned by Management and shall end on the day the additional responsibilities are no longer performed.

In no event shall an employee receive compensation pursuant to this Section and receive out of class bonus pursuant to Article 13 for the same assignment.

The additional compensation provided in this section shall not constitute a base rate.

ARTICLE 15 CHANGE OF ASSIGNMENT

Permanent full-time employees in the Unit who received at least a competent rating on their last performance evaluation and who desire to be assigned to a different work location(s) in their department may submit a written request for such assignment listing the specific work location requested to their department's personnel office. For purposes of this Article, each hospital in the Department of Health Services shall be considered to be a department.

Requests submitted during the window period January 1 through January 31 will be granted priority status and will be addressed in seniority order. Requests for change of assignment submitted after January 31 shall be listed after the above requests in order of receipt. Each employee will be permitted to maintain 3 transfer requests on file. An employee transferred in accordance with this procedure may not submit a request for another new assignment until the next window period but will not be considered for voluntary transfer until a minimum of twelve (12) months have passed since the transfer. Management will submit to AFSCME, Local 119, a copy of all requests submitted during the window period.

When Management decides to fill a vacancy by transferring a current employee to such vacancy, Management shall review the requests for transfer currently on file. Management will then select one of the three (3) most senior qualified employees who would not need additional training. For purposes of this Article, seniority shall be defined as the total amount of continuous service in the classification and within the

department. Management will notify AFSCME, Local 119, prior to filling any vacancy where a transfer request has been made.

Management shall provide AFSCME Local 119 a list of all work locations at all facilities where work is performed by employees represented by AFSCME, Local 119. During emergencies, the provisions of this Article shall be applied only to the degree practicable. When new facilities are instituted, the right to assignment changes under this Article shall be limited to the extent necessary to maintain an adequate, experienced work force in the remaining facilities.

ARTICLE 16 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that the employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his work performance or conduct if such statement is to be placed in his personnel file. The employee shall acknowledge that he has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed enveloped will be destroyed shall also appear on the face of the envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will reference on such forms.

ARTICLE 17 **PAYCHECK ERRORS****A. Underpayments**

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 18 TRAINING

Section 1.

It is the intent of Management to allow employees in this Unit to attend in-service training and job-related seminars when Management determines it is both appropriate and work load will permit.

Section 2.

During the term of this Memorandum of Understanding, the Union and departmental management shall select one training monitor per department for each of the following classifications in a department: 7492 - Helicopter Mechanic, 7472 - Fire Equipment Mechanic, 7433 - Power Equipment Mechanic, and 6610 - Equipment Maintenance Worker. The training monitor is responsible for meeting quarterly with his/her respective departmental management to discuss, evaluate, and monitor the training needs of Bargaining Unit employees in the classification he/she has been selected to monitor.

The provisions of this Section shall only apply to the departments of Fire, Health Services, Public Works, and Sheriff.

Section 3.

Directed mandatory training, excluding travel time, shall be treated as hours worked.

ARTICLE 19 **TOOLS****Section 1.**

Management agrees to provide all tools for the positions in the following classes:

Assistant Automotive Equipment Inspector
Automotive Equipment Inspector
Equipment Maintenance Helper
Equipment Maintenance Worker
Garage Attendant I
Garage Attendant II
Power Equipment Mechanic Helper I
Power Equipment Mechanic Helper II
Senior Equipment Maintenance Worker
Tire Repair Worker

Any tool furnished an employee by Management shall remain County property.

Section 2.

The following classes shall continue to furnish their own hand tools:

Automotive Body Builder
Automotive Body Builder Apprentice
Body and Fender Apprentice
Body and Fender Mechanic
Fire Equipment Mechanic
Heavy Stationary Equipment Mechanic
Helicopter Mechanic
Power Equipment Mechanic
Power Equipment Mechanic Apprentice
Power Equipment Painter
Power Equipment Painter Apprentice
Senior Helicopter Mechanic

Section 3.

Management shall furnish power tools, specialized tools and heavy duty size tools.

Section 4.

Employees hired subsequent to July 1, 1976 to positions in those classifications listed in Section 2 above shall be required to furnish their own metric sized hand tools.

Employees who held permanent status in this Unit prior to July 1, 1976 shall not be required to furnish their own metric sized hand tools.

Section 5.

- A. Employees will be responsible for taking proper care of their personal tools and County tools and will be held responsible for obvious neglect or misuse.
- B. Management agrees to repair or replace personal hand tools and power tools, including personal hand tools modified with prior Management approval, which are broken or damaged in County service. Any tool replaced shall be replaced with a comparable value tool. The damaged or modified personal hand tool that is replaced shall become the property of the County.

- C. Management will replace personal hand tools lost through verified theft from County premises, provided that such loss is not caused by the employee's negligence. Verification of theft shall include at least a report filed with the appropriate law enforcement agency having jurisdiction.

- D. Claims for repair or replacement of personal hand tools submitted under Paragraph B or C of this Section will be honored only for tools which have been listed on an appropriate inventory form filed with Management. Management reserves the right to review cases where there are repeated or high frequency claims for tool repair or replacement.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.
2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.
3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. AFSCME, Local 119, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor.

The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
3. AFSCME, Local 119, agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify AFSCME, Local 119 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The AFSCME, Local 119 representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the AFSCME, Local 119 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant.

Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Step 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by the employee's department head. The department head has the

authority to waive the middle management step if such a step is not appropriate because of the size of his/her department.

The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance the middle management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Step 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the department head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee. However, the department head or designate is not limited to denying a grievance for the reasons stated at any previous step in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the department head or his/her designated representative shall be final.

Section 8. Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision of the department head, or his/her designated representative, AFSCME, Local 119 may request that the grievance be submitted to arbitration as provided for hereinafter.
- 2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor
 - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event AFSCME, Local 119 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted

to County's Chief Executive Officer and to the County Department Head or Officer affected.

The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses,

transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 21 **EXPEDITED ARBITRATION**

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 20, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that (1) no stenographic record of the hearing will be made, (2) there will be no representation by counsel, and (3) there will be no post hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within 10 working days of his selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislation action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 22 STEWARDS

It is agreed and understood by the parties to the Memorandum of Understanding that not more than one (1) Steward may be appointed for each forty (40) employees at a County facility. AFSCME Local 119 shall give each department head having employees in the Unit a written list of the names selected as Stewards which list shall be kept current by AFSCME Local 119.

AFSCME Local 119 agrees that whenever investigation or the processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. The President, Chief Steward or any other Steward desiring to leave their work location to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Not more than one of the above listed Officers and/or Stewards shall investigate or process any grievance through the second step of the grievance procedure (Article 20).

Upon entering other work locations, the Steward shall inform the cognizant supervisor of the nature of his business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be informed when the employee will be made available.

The President, Chief Steward and Steward shall perform the aforementioned duties without loss of pay.

Properly designated Officers and Stewards of AFSCME Local 119 will not be reassigned by Management without 30 calendar days' notice unless agreed to by the employee, except in case of emergency.

ARTICLE 23 **GRIEVANCES - GENERAL IN CHARACTER**

In order to provide an effective mechanism whereby disagreements between AFSCME Local 119 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon.

- A. Within thirty (30) calendar days from the occurrence of the matter on which a complaint is based or within thirty (30) calendar days from its knowledge of such an occurrence where AFSCME Local 119 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME Local 119 may request in writing that a meeting to be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within five (5) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, AFSCME Local 119 shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his authorized representative.
- C. Within ten (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 20, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 20, of this Memorandum of Understanding.

It is further understood that this article is not intended as a substitute or alternative for the grievance procedures set forth in Article 20, of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the right of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedure set forth in Article 20 hereof.

ARTICLE 24 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employee in this unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1st through September 30th, in any year of the contract by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee's name, employee number, job classification, department name, and name of Union from which dues deductions are to be canceled. The union will provide the County's Auditor-Controller with the appropriate

documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3. Agency Shop Election

If, at any time during the term of this Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee agreement provided in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The Union shall be responsible for the cost of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, then the Union shall notify the County of its intent to implement an agency shop agreement., Immediately, thereafter, the Union shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the Union a service fee as provided in G.C. 3502.5(a).

If a majority of the employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4. Agency Shop

If a majority of those employees voting, vote in favor of agency shop, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term "Agency Shop," means that every employee represented by this Bargaining Unit shall as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop fee to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Service Code.

B. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Dues, pay sums equal to Agency Shop Fees to a non-religious, non-labor charitable fund

exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be paid through payroll deductions to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C, Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

D. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

E. Union Responsibilities – Hudson Notice

The union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided in Chicago Teachers Union,

Local No. 1, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1985). Such notice and procedure shall be provided to non-member agency fee payers for each year that the agency shop agreement is in effect.

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or department payroll office. If the form is not completed and returned with thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. Employee Lists

The County will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, date of hire into the Unit, classification title, item number, item sub, item step salary rate, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. This employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller.

Such lists shall include new hires, and employees promoted, demoted, or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

H. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 25 ACCESS TO WORK LOCATIONS

Authorized Union representatives shall be given access to non-patient and non-security work locations during working hours to conduct grievance investigations and observe working conditions on the condition that Union representatives shall comply with the regulations established in this Article, and that Union representatives shall not interfere with work operations of any department or district of the County.

Headquarters Work Locations

When visiting any department or district headquarters work location, Union representatives shall contact the personnel office prior to entering any work areas. The Union representative shall state the purpose of his visit, i.e., grievance investigation or observation of working conditions. The Management designate in the personnel office may deny access to work areas if it is deemed that a visit at that time shall interfere with the operations of the department. If access is denied, the Union representative shall be informed when access will be made available. Such access shall not be more than 24 hours, excluding Saturdays and Sundays and legal holidays, after the time of the Union representative's request, unless otherwise mutually agreed to.

Field Work Locations

Union representatives desiring access to field work locations shall either telephone the appropriate Management representative responsible for the district, division or yard or shall personally contact such Management representative upon entering any work location under his supervision. The Management representative contacted may deny

access to a work location if he deems a visit at the time indicated shall interfere with the operations of the department or district. If access is denied, the Union representative shall be informed when access will be made available. Such access shall not be more than 24 hours, excluding Saturdays and Sundays and legal holidays, after the time of the Union representative's request, unless otherwise mutually agreed to.

Union Representative List

The Union shall give to each department or district head having employees in the Unit a written list of the names of all authorized Union representatives, which list shall be kept current by the Union. Access to work locations shall only be granted to Union representatives on the current list.

ARTICLE 26 LEAVE OF ABSENCE FOR UNION BUSINESS

Not more than one employee covered hereby, at written request of AFSCME, Local 119 and subject to Civil Service Rules, shall be granted a leave of absence without pay not to exceed one year for the purpose of conducting AFSCME Local 119 business with the County of Los Angeles.

The provisions of this Article do not apply to probationary and temporary employees.

ARTICLE 27 CONTRACTING OUT

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) or of any invitation for bids or the extension or modification or changes to any extension or modification or changes to any existing contract, the Department shall provide copies of all documents mentioned herein to AFSCME, Local 119 and in coordination with the Chief Executive Office Employee Relations Division shall offer to meet and consult with the Union and respond to requests for information within ten (10) business days, unless mutually waived.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management

shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours, and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

The Chief Executive Office shall issue an annual reminder to all county Departments to provide notice to the Union prior to the release of a Request for Proposal (RFP) or the extension or modification of an existing contract.

ARTICLE 28 EMPLOYEE LISTSSection 1.

The master list is a list of the names and payroll locations of all employees in the classifications comprising this unit as listed in Article 6, Salaries. Such master list may be furnished by Management when requested by Local 119 no more than four (4) times a year. Local 119 is entitled to one list at no charge each year of the agreement. Local 119 shall pay to the County \$100.00 for each additional master list furnished by the County. Such payment shall be due and payable within 30 days from the date of billing. Within 30 days from the effective date of this Memorandum of Understanding, Management shall provide Local 119 with the first master list without charge.

Upon Local 119's request the County will provide the master list in computer tape format following Local 119's payment to the County of an initial \$500.00 programming fee.

Section 2.

Management will supply to employees newly hired or transferred into the Unit a package supplied by AFSCME Local 119 which will advise such employees that AFSCME Local 119 is the certified majority representative of the Unit.

ARTICLE 29 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither AFSCME Local 119 nor Management, nor their authorized representatives will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of the Memorandum of Understanding in its entirety.

ARTICLE 30 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.
- B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify AFSCME Local 119 indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify AFSCME Local 119 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME Local 119 shall notify Management within five (5) working days from the receipt of such notice if it desires to consult with Management. Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the grievance procedure contained herein. Failure by AFSCME Local 119 to request consultation, pursuant to Paragraph B, shall not be deemed as approval of any action taken by the County.

- C. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of the Memorandum of Understanding.
- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.
- E. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 31 CONSULTATIONSection 1.

All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

Section 2.

Within 90 days of the effective date of this Memorandum of Understanding, the Department Head or his/her representative shall, upon request, consult with the President and Vice President or Chief Steward and the senior steward in the affected department regarding the implementation of other than a five-day, eight-hour workweek at selected facilities employing persons represented by AFSCME Local 119.

Subsequent consultations on this subject shall be held no more frequently than once quarterly during the term of this agreement.

ARTICLE 32 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws, ordinances and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provisions of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or local law or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 33 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 34 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, as for example by work furlough, because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 35 ALTERNATIVES TO LAYOFFSSection 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in

attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 36 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, AFSCME Local 119 representatives shall participate in new employee orientation for the sole purpose of providing employee information regarding Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 37 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Agreement:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. Local 119's principal authorized agent shall be its President or his duly authorized representative (Address: 514 Shatto Place 3rd Floor, Los Angeles, California 90020; Telephone: (213) 487-9887).

ARTICLE 38 JOINT LABOR MANAGEMENT COMMITTEE (JLMC)

Section 1. Purpose

The parties will establish a Joint Labor Management Committee to address issues of mutual concern, which have a substantial county wide impact on employees in this Bargaining Unit.

Section 2. Committee Membership

The Joint Labor - Management Committee shall consist of management representatives from Health Services, ISD, Fire, Sheriffs, Public Works, the Chief Executive Office or designee and employee representatives in Bargaining Unit 421, unless otherwise agreed upon. Management representatives will be designated by the Chief Executive Office. Employee representatives will be designated by the Union. During the term of this MOU, the Joint Labor-Management Committee shall meet, upon request of either party, at mutually agreeable times and locations and commence within thirty (30) days of the ratification of this contract

The parties agree that the Committee may make advisory recommendations to Management for consideration.

It is understood by the parties that the provisions of this Article do not waive rights provided for in the Los Angeles County Employee Relations Ordinance.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing the Unit shall be appointed by the Union.

Meeting shall be on County time for employees who are scheduled on scheduled meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

The committee shall have the authority to develop its own internal procedures, including ground rules, the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

Section 3. Contracting Services

Upon request of the union, the committee shall meet for the purposes of discussing contracting services, which are also performed by permanent employees whose classifications are contained in this unit.

The committee shall look at all benefits that can be attributed to contracting the work in. During the term of this agreement, as positions are vacated, the committee will work to assure that those vacated positions are filled rather than contracting out additional work.

The County shall respond to information requests initiated by the unit representatives to address the subject matter.

ARTICLE 39 CONSULT

Upon request, County Management agrees to meet with representatives of AFSCME Local 119 for the sole purpose of consultation when conducting classification studies which could result in erosion of this bargaining unit. All matters affecting employee relations, including those that are not subject to negotiations are subject to consultation prior to effecting basic changes in any rule or procedures affecting employee relations. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

ARTICLE 40 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 20, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 20, Section 8, can be submitted to grievance mediation. Both AFSCME Local 119 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 119 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practical consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made; there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by

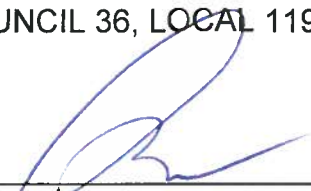
Management, Local 119 and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal and/or concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provision of this Article shall not be subject to arbitration.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 36, LOCAL 119

By



Andreas Jung
President

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By

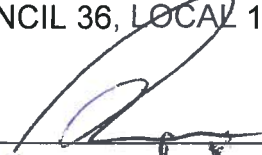


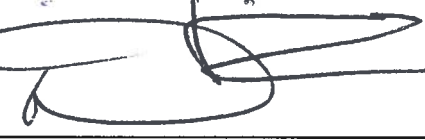
WILLIAM T. FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

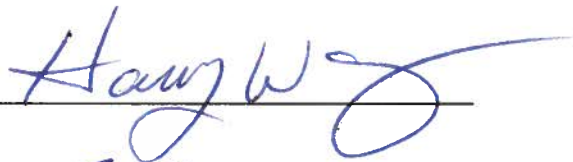
SIGNATURE PAGE (CONTINUED)

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 36, LOCAL 119

By 

By 

By 

By 

By 

By 

By 

By 

By _____

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 

By 

By 

By 

By 



TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS
REGARDING THE
PROFESSIONAL ENGINEERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 17th day of
December, 2013,

BY AND BETWEEN

Authorized Management Representatives
hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

California Association of Professional Employees,
M.E.B.A., and AFL-CIO (hereinafter referred to as
"CAPE").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, CAPE was certified on December 10, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-29-69) as the majority representative of County employees in the Professional Engineers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes CAPE as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in the classifications identified in Article 8 of this Memorandum of Understanding.

The County agrees not to meet and confer with another employee organization with the intent of reaching an agreement to modify any understanding included in the negotiated agreement between CAPE and the County.

ARTICLE 2 EXCLUSIVITY

Management agrees to recognize CAPE as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and CAPE has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 TERM

The provisions of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as defined in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 15, 2015, through May 31, 2015, its written request to commence negotiations, as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than June 15, 2015. An impasse concerning the matters under negotiation shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 15, 2015, unless the parties mutually agree to continue negotiations.

ARTICLE 6 **DISCRIMINATION**

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, or handicapped status.

ARTICLE 7 SPECIAL PAY PRACTICESSection 1. Call Back

Whenever an employee is unexpectedly ordered by his/her Department head or designated Management representative to return to work following the termination of his/her normal work shift or normal workweek and departure from his/her work location, the employee shall receive a minimum payment of four hours' pay at the rate of time and one-half. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 10, Overtime.

If an employee shall complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 2. Extra Trip Mileage

A mileage permittee may be paid "extra trip mileage," as defined in Section 5.40.230 of the Los Angeles County Code, provided he/she is required to make field calls in the performance of "extra trip mileage" duties.

In "extra trip" instances, mileage will be allowed from home to all points of contact and return home.

No reimbursement is allowable to any employee, regardless of circumstances, between home and headquarters and return home.

Section 3. Hazard Pay

Management agrees to pay to \$.50 per hour for those classes in this Unit presently receiving hazard pay.

Such hazard pay shall be limited to those CAPE classes currently receiving hazard pay under the terms and conditions of the Los Angeles County Code.

Section 4. Supervisor-Subordinate Pay

The Chief Executive Officer shall authorize compensation for a supervisor at a rate of \$1.00 per month more than the base rate of his/her highest paid subordinate when the qualifying conditions are met as provided in Section 6.10.070 of the Los Angeles County Code.

Section 5. Shift Differential

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in Section 6.10.020 of the Los Angeles County Code shall receive a per hour bonus of sixty cents (\$.60) for each hour worked during said shifts.

Section 6. Standby Pay

All employees in the Unit who are assigned regularly scheduled periods of authorized standby service during off-duty hours shall be paid additional compensation at the rate of fifty cents (\$.50) per hour for each hour of such standby service not to exceed one hundred dollars (\$100.00) a month. Employees residing at their work site are excluded from this provision.

No additional compensation for standby status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Section 7. California State License Reimbursement

Effective January 1, 2001, a permanent full-time employee in the Department of Public Works who is employed in a non-registered engineer classification (civil, structural, electrical, or mechanical) represented by Bargaining Unit 501 and who obtains or renews a California State License as a Registered Engineer (civil, structural, electrical, or mechanical) that is

not a requirement of the class in which he/she is employed, and who is required by management to use the knowledge and skills acquired from such license in his/her assignment, is eligible for reimbursement for the specific fees paid to either obtain or renew such California State License.

In order to receive reimbursement, an employee must submit to departmental management the California State License and a receipt of the fees paid within 30 days of initial registration or renewal.

Re-opener will be in January 2011 to discuss this section.

Section 8. Assignment of Additional Responsibilities

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representative and the Chief Executive Office.

The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If the employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, upon his/her request he/she shall be returned to an assignment in his/her own classification until notified of the CEO's approval in writing.

To qualify for this additional compensation a full-time permanent employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules; or
2. Perform all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules, unless the difference between the employee's class and the higher level class is less than two standard salary schedules. In this case, the bonus shall be the difference between the two classes.

The bonus provision of paragraph 2 above does not apply to employees on short term higher level assignments of two weeks or less.

The additional compensation shall begin on the first day the additional responsibilities are assigned by management and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for

which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 23, Out-of-Class Assignments for the same assignment.

The additional compensation provided in this Section shall not constitute a base rate.

ARTICLE 8 SALARIES

Section 1. Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated:

| ITEM NO | ITEM CLASSIFICATION | EFFECTIVE DATE | NOTE | SCH | MINIMUM RATE | MAXIMUM RATE |
|------------|-------------------------------------|-------------------|------|------|-----------------|-----------------|
| 4032 | ARCHITECT | CURRENT | | 101L | 6640.82 | 8249.91 |
| | | 10/01/2013 | | 102H | 6773.45 | 8414.45 |
| | | 10/01/2014 | | 103E | 6908.36 | 8582.09 |
| | | 04/01/2015 | | 104B | 7045.55 | 8752.82 |
| 4022 | ARCHITECTURAL ASSISTANT | CURRENT | | 87D | 4465.27 | 5547.18 |
| | | 10/01/2013 | | 88A | 4554.00 | 5657.00 |
| | | 10/01/2014 | | 88J | 4644.91 | 5770.45 |
| | | 04/01/2015 | | 89F | 4737.64 | 5885.73 |
| 4026 | ARCHITECTURAL ASSOCIATE | CURRENT | | 95L | 5643.27 | 7010.91 |
| | | 10/01/2013 | | 96H | 5756.27 | 7150.82 |
| | | 10/01/2014 | | 97E | 5871.18 | 7293.36 |
| | | 04/01/2015 | | 98B | 5987.91 | 7438.55 |
| 4205 | ASST ENVIRONMENTAL ENGINEERING SPEC | CURRENT | | 85H | 4271.18 | 5307.00 |
| | | 10/01/2013 | | 86E | 4356.27 | 5412.45 |
| | | 10/01/2014 | | 87B | 4443.09 | 5519.73 |
| | | 04/01/2015 | | 87K | 4531.82 | 5629.55 |
| 3526 | ASST TELECOM SYSTEMS ENGINEER | CURRENT | N2 | 90K | 5190.55 | 6107.18 |
| | | 10/01/2013 | N2 | 91G | 5294.00 | 6229.18 |
| | | 10/01/2014 | N2 | 92D | 5399.09 | 6353.18 |
| | | 04/01/2015 | N2 | 93A | 5506.00 | 6479.00 |
| 3433 | ASSOCIATE CIVIL ENGINEER | CURRENT | | 101L | 6640.82 | 8249.91 |
| | | 10/01/2013 | | 102H | 6773.45 | 8414.45 |
| | | 10/01/2014 | | 103E | 6908.36 | 8582.09 |
| | | 04/01/2015 | | 104B | 7045.55 | 8752.82 |
| 3495 | ASSOCIATE ELECTRICAL ENGINEER | CURRENT | | 101L | 6640.82 | 8249.91 |
| | | 10/01/2013 | | 102H | 6773.45 | 8414.45 |
| | | 10/01/2014 | | 103E | 6908.36 | 8582.09 |
| | | 04/01/2015 | | 104B | 7045.55 | 8752.82 |
| 3549 | ASSOCIATE MECHANICAL ENGINEER | CURRENT | | 101L | 6640.82 | 8249.91 |
| | | 10/01/2013 | | 102H | 6773.45 | 8414.45 |
| | | 10/01/2014 | | 103E | 6908.36 | 8582.09 |
| | | 04/01/2015 | | 104B | 7045.55 | 8752.82 |

| | | | | | |
|---------------------------------------|------------|-----|------|---------|---------|
| 3584 ASSOCIATE STRUCTURAL ENGINEER | CURRENT | | 103L | 7010.91 | 8709.73 |
| | 10/01/2013 | | 104H | 7150.82 | 8883.73 |
| | 10/01/2014 | | 105E | 7293.36 | 9060.82 |
| | 04/01/2015 | | 106B | 7438.55 | 9241.00 |
| 3573 BIOMEDICAL ENGINEER | CURRENT | | 99K | 6275.27 | 7795.82 |
| | 10/01/2013 | | 100G | 6400.36 | 7951.27 |
| | 10/01/2014 | | 101D | 6527.55 | 8109.27 |
| | 04/01/2015 | | 102A | 6657.00 | 8270.00 |
| 3435 CIVIL ENGINEER | CURRENT | | 105L | 7401.91 | 9195.55 |
| | 10/01/2013 | | 106H | 7549.82 | 9379.00 |
| | 10/01/2014 | | 107E | 7700.36 | 9565.55 |
| | 04/01/2015 | | 108B | 7853.55 | 9755.36 |
| 3424 CIVIL ENGINEERING ASSISTANT | CURRENT | N13 | 89G | 5014.18 | 5900.27 |
| | 10/01/2013 | N13 | 90D | 5114.18 | 6017.73 |
| | 10/01/2014 | N13 | 91A | 5216.00 | 6137.00 |
| | 04/01/2015 | N13 | 91J | 5320.00 | 6259.91 |
| 3422 CIVIL ENGINEERING STUDENT | CURRENT | | F | | 2931.25 |
| | 10/01/2013 | | F | | 2989.88 |
| | 10/01/2014 | | F | | 3049.68 |
| | 04/01/2015 | | F | | 3110.67 |
| 3525 COMMUNICATIONS ENGINEER, SHERIFF | CURRENT | N3 | 97F | 6559.91 | 7311.45 |
| | 10/01/2013 | N3 | 98C | 6690.27 | 7457.09 |
| | 10/01/2014 | N3 | 98L | 6823.36 | 7605.45 |
| | 04/01/2015 | N3 | 99H | 6959.64 | 7757.64 |
| 3496 ELECTRICAL ENGINEER | CURRENT | | 105L | 7401.91 | 9195.55 |
| | 10/01/2013 | | 106H | 7549.82 | 9379.00 |
| | 10/01/2014 | | 107E | 7700.36 | 9565.55 |
| | 04/01/2015 | | 108B | 7853.55 | 9755.36 |
| 3482 ELECTRICAL ENGINEERING ASSISTANT | CURRENT | N13 | 89G | 5014.18 | 5900.27 |
| | 10/01/2013 | N13 | 90D | 5114.18 | 6017.73 |
| | 10/01/2014 | N13 | 91A | 5216.00 | 6137.00 |
| | 04/01/2015 | N13 | 91J | 5320.00 | 6259.91 |
| 4371 ENGINEERING GEOLOGIST | CURRENT | N3 | 101K | 7383.82 | 8229.82 |
| | 10/01/2013 | N3 | 102G | 7531.27 | 8393.82 |
| | 10/01/2014 | N3 | 103D | 7681.27 | 8560.82 |
| | 04/01/2015 | N3 | 104A | 7834.00 | 8731.00 |
| 4362 ENGINEERING GEOLOGY ASSISTANT | CURRENT | | 91G | 5014.18 | 6229.18 |
| | 10/01/2013 | | 92D | 5114.18 | 6353.18 |
| | 10/01/2014 | | 93A | 5216.00 | 6479.00 |
| | 04/01/2015 | | 93J | 5320.00 | 6608.45 |
| 3834 ENGINEERING PROGRAMMER-ANALYST | CURRENT | | 93D | 5255.00 | 6527.55 |
| | 10/01/2013 | | 94A | 5359.00 | 6657.00 |
| | 10/01/2014 | | 94J | 5465.91 | 6790.09 |
| | 04/01/2015 | | 95F | 5574.64 | 6925.45 |

| | | | | |
|--|------------|---------|---------|----------|
| 4206 ENVIRONMENTAL ENGINEERING SPEC | CURRENT | 91H | 5026.55 | 6244.55 |
| | 10/01/2013 | 92E | 5126.91 | 6368.91 |
| | 10/01/2014 | 93B | 5229.00 | 6495.18 |
| | 04/01/2015 | 93K | 5333.00 | 6624.64 |
| 4051 LANDSCAPE ARCHITECT | CURRENT | 96J | 5770.45 | 7168.36 |
| | 10/01/2013 | 97F | 5885.73 | 7311.45 |
| | 10/01/2014 | 98C | 6002.82 | 7457.09 |
| | 04/01/2015 | 98L | 6122.09 | 7605.45 |
| 3551 MECHANICAL ENGINEER | CURRENT | 105L | 7401.91 | 9195.55 |
| | 10/01/2013 | 106H | 7549.82 | 9379.00 |
| | 10/01/2014 | 107E | 7700.36 | 9565.55 |
| | 04/01/2015 | 108B | 7853.55 | 9755.36 |
| 3542 MECHANICAL ENGINEERING ASSISTANT | CURRENT | N13 89L | 5063.64 | 5958.45 |
| | 10/01/2013 | N13 90H | 5165.09 | 6077.36 |
| | 10/01/2014 | N13 91E | 5268.00 | 6198.45 |
| | 04/01/2015 | N13 92B | 5372.36 | 6321.73 |
| 3430 PRINCIPAL CIVIL ENGINEERING ASST | CURRENT | 95G | 5588.36 | 6942.55 |
| | 10/01/2013 | 96D | 5699.55 | 7080.64 |
| | 10/01/2014 | 97A | 5813.00 | 7221.00 |
| | 04/01/2015 | 97J | 5929.36 | 7365.73 |
| 3486 PRIN ELECTRICAL ENGINEERING ASST | CURRENT | 95G | 5588.36 | 6942.55 |
| | 10/01/2013 | 96D | 5699.55 | 7080.64 |
| | 10/01/2014 | 97A | 5813.00 | 7221.00 |
| | 04/01/2015 | 97J | 5929.36 | 7365.73 |
| 4368 PRINCIPAL ENGINEERING GEOLOGY ASST | CURRENT | 97G | 5900.27 | 7329.55 |
| | 10/01/2013 | 98D | 6017.73 | 7475.64 |
| | 10/01/2014 | 99A | 6137.00 | 7624.00 |
| | 04/01/2015 | 99J | 6259.91 | 7776.73 |
| 3548 PRIN MECHANICAL ENGINEERING ASST | CURRENT | 95G | 5588.36 | 6942.55 |
| | 10/01/2013 | 96D | 5699.55 | 7080.64 |
| | 10/01/2014 | 97A | 5813.00 | 7221.00 |
| | 04/01/2015 | 97J | 5929.36 | 7365.73 |
| 4024 SENIOR ARCHITECTURAL ASSISTANT | CURRENT | 89D | 4714.18 | 5856.64 |
| | 10/01/2013 | 90A | 4808.00 | 5973.00 |
| | 10/01/2014 | 90J | 4904.00 | 6092.27 |
| | 04/01/2015 | 91F | 5001.82 | 6213.82 |
| 3527 SENIOR ASST TELECOM SYSTEM ENGINEER | CURRENT | 94K | 5479.27 | 6806.73 |
| | 10/01/2013 | 95G | 5588.36 | 6942.55 |
| | 10/01/2014 | 96D | 5699.55 | 7080.64 |
| | 04/01/2015 | 97A | 5813.00 | 7221.00 |
| 4142 SENIOR CAPITAL PROJECTS MANAGER, PW | CURRENT | 109L | 8249.91 | 10249.00 |
| | 10/01/2013 | 110H | 8414.45 | 10454.09 |
| | 10/01/2014 | 111E | 8582.09 | 10662.45 |
| | 04/01/2015 | 112B | 8752.82 | 10874.09 |
| 3428 SENIOR CIVIL ENGINEERING ASSISTANT | CURRENT | 91G | 5014.18 | 6229.18 |
| | 10/01/2013 | 92D | 5114.18 | 6353.18 |
| | 10/01/2014 | 93A | 5216.00 | 6479.00 |
| | 04/01/2015 | 93J | 5320.00 | 6608.45 |

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|--|------------|----|------|---------|----------|
| 3484 SENIOR ELECTRICAL ENGINEERING ASST | CURRENT | | 91G | 5014.18 | 6229.18 |
| | 10/01/2013 | | 92D | 5114.18 | 6353.18 |
| | 10/01/2014 | | 93A | 5216.00 | 6479.00 |
| | 04/01/2015 | | 93J | 5320.00 | 6608.45 |
| 4364 SENIOR ENGINEERING GEOLOGY ASST | CURRENT | | 93G | 5294.00 | 6576.09 |
| | 10/01/2013 | | 94D | 5399.09 | 6706.91 |
| | 10/01/2014 | | 95A | 5506.00 | 6840.00 |
| | 04/01/2015 | | 95J | 5615.82 | 6976.73 |
| 3838 SENIOR ENGINEERING PROG-ANALYST | CURRENT | | 97H | 5914.82 | 7347.64 |
| | 10/01/2013 | | 98E | 6032.64 | 7494.18 |
| | 10/01/2014 | | 99B | 6152.36 | 7643.09 |
| | 04/01/2015 | | 99K | 6275.27 | 7795.82 |
| 4207 SR ENVIRONMENTAL ENGINEERING SPEC | CURRENT | | 94H | 5452.55 | 6773.45 |
| | 10/01/2013 | | 95E | 5560.91 | 6908.36 |
| | 10/01/2014 | | 96B | 5671.18 | 7045.55 |
| | 04/01/2015 | | 96K | 5784.64 | 7185.91 |
| 3546 SENIOR MECHANICAL ENGINEERING ASST | CURRENT | | 91G | 5014.18 | 6229.18 |
| | 10/01/2013 | | 92D | 5114.18 | 6353.18 |
| | 10/01/2014 | | 93A | 5216.00 | 6479.00 |
| | 04/01/2015 | | 93J | 5320.00 | 6608.45 |
| 3529 SENIOR TELECOM SYSTEMS ENGINEER | CURRENT | N4 | 103F | 8149.45 | 8603.36 |
| | 10/01/2013 | N4 | 104C | 8311.27 | 8774.64 |
| | 10/01/2014 | N4 | 104L | 8476.36 | 8949.18 |
| | 04/01/2015 | N4 | 105H | 8645.91 | 9128.18 |
| 3586 STRUCTURAL ENGINEER | CURRENT | | 107L | 7814.91 | 9707.36 |
| | 10/01/2013 | | 108H | 7970.82 | 9901.55 |
| | 10/01/2014 | | 109E | 8129.36 | 10099.00 |
| | 04/01/2015 | | 110B | 8290.64 | 10299.73 |
| 3531 TELECOMMUNICATIONS SYS CONSULT ENGR | CURRENT | N4 | 107K | 9173.09 | 9683.73 |
| | 10/01/2013 | N4 | 108G | 9356.00 | 9877.18 |
| | 10/01/2014 | N4 | 109D | 9541.91 | 10074.00 |
| | 04/01/2015 | N4 | 110A | 9731.00 | 10274.00 |
| 3528 TELECOMMUNICATIONS SYSTEMS ENGINEER | CURRENT | N4 | 101F | 7719.45 | 8149.45 |
| | 10/01/2013 | N4 | 102C | 7873.09 | 8311.27 |
| | 10/01/2014 | N4 | 102L | 8029.45 | 8476.36 |
| | 04/01/2015 | N4 | 103H | 8189.64 | 8645.91 |
| 3517 TELECOMMUNICATIONS SYS ENGRG AID | CURRENT | | 81H | 3834.91 | 4761.09 |
| | 10/01/2013 | | 82E | 3910.18 | 4856.00 |
| | 10/01/2014 | | 83B | 3986.91 | 4952.36 |
| | 04/01/2015 | | 83K | 4066.18 | 5051.27 |
| 3714 TRANSIT PROGRAMS SPECIALIST | CURRENT | | 100E | 6368.91 | 7912.18 |
| | 10/01/2013 | | 101B | 6495.18 | 8069.09 |
| | 10/01/2014 | | 101K | 6624.64 | 8229.82 |
| | 04/01/2015 | | 102G | 6756.82 | 8393.82 |

Section 2. Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human

Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluation.

Section 3.

The parties having jointly reviewed and considered all available salary and wage information and

data, agree that the recommended salaries set forth herein were negotiated in good faith and that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 9 EMPLOYEE PAYCHECK ERRORS

A. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. Departmental Payroll Sections shall process such requested corrections to the Auditor-Controller within five (5) working days.
3. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
4. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.

2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller.

Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 10 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

A. Non-Exempt Employees

The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- B. An employee, except for employees in the Department of Health Services, may elect to accrue up to 30 hours of FLSA overtime worked to be used as compensatory time off in lieu of pay, at the rate of one and one-half (1 ½) hours for each hour of overtime worked.

An employee who wants to use his/her accumulated compensatory time must submit a written request ten working days in advance of the dates for which time off is desired. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of departmental management.

Management may direct an employee to use/his/her accumulated compensatory time provided the employee is given thirty calendar days' notice.

Employees may not accrue overtime hours which are worked during a Board of Supervisors, State, or Federally declared emergency and/or disaster periods, unless management approves the accrual of such overtime hours.

Section 2. Usage of Previously Earned Compensatory Time - Non-Exempt Employees

- A. Non-exempt employees, as defined by the Fair Labor Standards Act, who retain compensatory time off on the books earned prior to April 15, 1985 shall use such time until exhausted except that the employee shall not be directed by management to take compensatory time off without at least ten (10) business days prior notice or be denied a timely request to take such time off.

- B. Any compensatory time accumulated by employees prior to April 15, 1985 shall remain to the employees' credit until 12 months after the effective date of this Article or until it is taken off either at the employee's request or at the direction of

management as provided in Paragraph "A" of this section, whichever is earlier. Time subject to be lost after the twelfth month following the effective date of this article will be paid to the employee at the straight time rate rather than lost.

Section 3. Work Week

For the purpose of computing overtime the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by management. For purposes of this article work week is distinguished from work schedules.

Section 4. Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 5. Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of Management to require any employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

Section 6.

Notwithstanding any other provisions of this Memorandum of Understanding:

A. Between October 1, 1993, and June 30, 1994, only, all overtime shall be compensated with compensatory time off (CTO) as provided for in subparagraphs (1) - (4) below.

- (1) To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 240 hours or 480 hours for employees working an emergency response activity or a seasonal activity as defined by Fair Labor Standards Act regulations.
- (2) To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time CTO.
- (3) Such CTO either (a) may be taken off at the request of an employee subject to Management approval or (b) shall be maintained "on the books".
- (4) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.

- B. All overtime worked on or after July 1, 1994 shall be subject to the overtime provisions in effect on September 30, 1993.
- C. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.
- D. CTO accrued between October 1, 1993 and June 30, 1994 shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit Management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.
- E. From July 1, 1994 through June 30, 1995, the Board of Supervisors may pay for CTO accrued between October 1, 1993 and June 30, 1994 at the rate of pay then in effect for the employee.

Section 7.

- 1. Notwithstanding any other provision of the MOU for overtime worked by an employee during the fire emergencies declared by the Board of Supervisors in October and November 1993, and the Northridge Earthquake Emergency declared by the Board of Supervisors in January 1994 (the "Emergencies"), an employee subject to the MOU, shall receive overtime compensation as follows

for overtime worked determined by the employee's department head to be due to an Emergency.

- A. To the extent that such time would have qualified for time and one-half compensatory time off (CTO) under the provisions of the MOU, such overtime shall be paid at the rate of time and one-half, unless the employee opts to receive time and one-half CTO.
- B. To the extent that such time would have qualified for straight time CTO under the provisions of the MOU, such overtime shall be paid at the straight time rate of pay, unless the employee opts to receive straight time CTO.
- C. In the event an employee opts to receive CTO, at the employee's option, such CTO time may be used or converted to pay in accordance with the provisions of Section 9A.(3) and 9C. of this Article.
- D. Nothing in this Section is intended to alter the definition of "overtime" as set forth elsewhere in the MOU, or the circumstances under which overtime compensation must be paid.
- E. At the time the employee is asked to work the overtime, the employee shall be told by Management whether the overtime to be worked is related to an Emergency.

2. For purposes of this Section, the October and November 1993 fire emergencies began on October 26, 1993 and continued through November 30, 1993, and the Northridge earthquake emergency began on January 17, 1994, and will end June 30, 1994.
3. It is the specific agreement of the parties that each and every other provision of this Memorandum of Understanding shall remain in full force and effect.

ARTICLE 11 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 12 GENERAL PROVISIONS

Section 1. Literature

Management agrees to give to each new employee in the Unit a post card furnished by CAPE requesting that information about CAPE be sent to his/her home.

Section 2. Reimbursement - Required Books

Management agrees to reimburse an employee for the cost of required book(s) used under provisions of the Tuition Refund Program.

Section 3. Tuition Reimbursement Plan Substitution

Management agrees that, with approval of cognizant departmental management, individual participants and different courses may be substituted during the training year for the ones contained in a department's original approved tuition reimbursement plan, provided that such substitutions continue to support the objectives and goals of the Tuition Reimbursement Program.

DPW JLMC composed of DPW Director or designee, DPW Manager, 2 employee representatives and 1 CAPE staff member to investigate and identify by March 2010 the number of employees by program that the Department approved an entire degree program and who already started the program by June 2009, each employee's progress in the program and remaining courses to be completed as well as the cost of completion of the program.

Re-openers will be in March 2010 & March 2011 regarding restoration and funding Tuition Reimbursement Program by Department.

ARTICLE 13 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the

Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his personnel file except as such may be part of an official permanent record. On the face of the sealed envelope it shall read, "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than two years prior removed from his/her personnel file except as such may be a part of an official permanent record.

Upon adoption of this Memorandum of Understanding by the Board of Supervisors, an employee in reviewing his/her personnel file may request and have any written reprimands issued more than two years prior removed from his/her personnel file, except as such may be a part of an official permanent record.

ARTICLE 14 BULLETIN BOARDS

Management will furnish CAPE bulletin boards or Arch-Files at all appropriate work locations which shall be used only for the following subjects:

- A. CAPE recreational, social and related news bulletins;
- B. Scheduled CAPE meetings;
- C. Information concerning CAPE elections or the results thereof;
- D. Reports of official business of CAPE including reports of committees or the Board of Directors; and
- E. Other material concerning CAPE business.

Prior to posting any material other than that listed under A, B, C, and D above, it shall be initialed by an authorized representative of both CAPE and the department head.

In cases where CAPE represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by CAPE at that work location.

ARTICLE 15 SAFETYSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. CAPE will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices and conditions in writing to their immediate supervisor and Departmental Safety Officer. The employee has the right to submit the matter in writing personally or through the area representative. The immediate supervisor and/or the Departmental Safety Officer will submit a written response to the employee.

On any matter that is not resolved by the immediate supervisor or the Departmental Safety Officer within a reasonable period of time, the area representative may confer with the Safety Officer who will respond in writing.

If the employee or the area representative is not satisfied with the response, a CAPE business representative may consult with the Chief of the Disability Benefits, Health and Safety Division of the Chief Executive Office or his/her designate. A representative of such Division shall investigate the matter and advise the department head and CAPE of his/her findings and recommendations, if any.

Management and CAPE mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 2. CAPE-Management Safety Committee - In the Department of Public Works

The parties agree that upon the Association's request to the Department's Director, there shall be created a CAPE-Management Safety Committee for that Department.

The CAPE-Management Safety Committee shall be comprised of two representatives designated by the Association, and two Management representatives designated by the Department's Director.

The Committee shall have regular meetings on a quarterly basis. Any member of the Committee may call additional special meetings of the Committee upon notifying the other Committee members one calendar week in advance.

The Committee shall have the authority to:

- (a) Develop its own internal procedures
- (b) Meet on County time to review the Department's safety policies and procedures as well as to discuss incidents or situations involving the

Department's employee(s)' health or safety and develop recommendations.

- (c) Make recommendations to the Department's Director on these matters.
- (d) Request the Department conduct an investigation into incidents or situations involving the Department's employee(s)' health and safety.

ARTICLE 16 WORK SCHEDULES

Section 1. Change of Workweek or Shift

Management will not change the scheduled workweek or daily shift time without prior notice to CAPE and consultation with CAPE upon request. Any change of workweek or daily shift time shall require a prior written notice of ten (10) working days to the concerned employee.

Nothing herein shall limit the authority of the department or district head to make assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 2. Hours of Work

The department's signatory to this Memorandum of Understanding agree to meet and consult, upon request, with CAPE representatives, at least once annually, regarding alternate work schedules.

Section 3. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

ARTICLE 17 AFFIRMATIVE ACTION

The County's principal authorized agent or his/her authorized representative, shall, upon request, meet annually during the term of this agreement with a representative of CAPE to discuss goals and objectives of affirmative action programs as submitted to the Office of Affirmative Action Compliance.

ARTICLE 18 GRIEVANCE PROCEDURE

Section 1. Definition

"Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

Section 2. Responsibilities

1. CAPE will encourage an employee to discuss his/her complaint with his/her immediate supervisor in a sincere effort to resolve the complaint without the need to file a formal written grievance.
2. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time in a sincere effort to resolve the complaint.
3. CAPE and the departmental management will, upon request, advise the employee and his/her supervisor of the necessary information to process the grievance in compliance with the grievance procedure.

4. CAPE agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

Section 3. Waivers and Time Limits

1. Failure of Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement and approval of the County's "authorized agent," the grievance may revert to a prior level for reconsideration.

Section 4. General Rights and Restrictions

1. An employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings.

2. An employee may present his/her grievance to Management on County time, Provided that he/she accomplishes all phases of preparation and presentation in a reasonable and expeditious manner. In scheduling the time, place and duration of any grievance meeting, both employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management-imposed limitations in scheduling meetings.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting.
4. If an employee requests to be represented by CAPE, only authorized CAPE staff representatives as specified in Article 24, Work Access, may represent him/her in formal grievance meetings.
5. Management shall notify CAPE of any formal grievance involving the terms and conditions of this Memorandum of Understanding.
6. A CAPE representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this Memorandum of Understanding.

Section 5. Procedure

1. Informal Complaint

- A. Within five (5) business days from the occurrence of the matter on which the complaint is based or within five (5) business days from his/her knowledge of such occurrence, an employee may discuss his/her complaint in a meeting with his/her immediate supervisor.

- B. Within seven (7) business days from the day of discussion with the employee, the immediate supervisor, or in his/her absence, his/her authorized representative shall orally reply to the employee's complaint.

2. Formal Complaint - Step 1, Immediate Supervisor

- A. Within ten (10) business days of receipt of the answer from the immediate supervisor in an informal complaint, or within ten (10) business days from the occurrence of the matter on which a complaint is based or within ten (10) business days of his knowledge of such an occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor or his/her authorized representative shall give his/her decision in writing to the employee on the original copy of the grievance.

3. Formal Complaint - Step 2, Middle Management

- A. Within ten (10) business days from his/her receipt of the decision at Step 1, the employee may appeal to middle management. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by his/her immediate supervisor, shall be submitted.
- B. Within ten (10) business days from receipt of the grievance, the middle manager shall meet with the employee and give his/her answer in writing. The employee may be accompanied by his/her designated representative at such a meeting.

4. Formal Complaint - Step 3, Department Head

- A. Within ten (10) business days from his/her receipt of the decision at Step 2, the employee may appeal to the department head. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by the middle manager, shall be submitted.
- B. Within ten (10) business days from the receipt of the employee's grievance, the department head or his/her designated representative who

has not been involved in the grievance in prior steps shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

On matters that do not concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head shall be final as to disposition of matters within his/her authority.

Section 6. Arbitration

1. Within thirty (30) days from the receipt of the written decision of the department head, or his/her designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;

- B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to or request review by said Civil Service Commission including, but not limited to discharges, reductions, and discrimination, nor
 - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office or any other County department, agency or commission unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall, within the time requirements set forth above, send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted

to County's Chief Executive Officer and to the County department head or officer affected, which written request shall:

- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
 - B. Request that said Employee Relations Commission, pursuant to its applicable rules and regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance provided for herein.
4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If, within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Purpose

Implementation

Term

Renegotiation

Discrimination

Safety and Health

Payroll Deduction and Dues

Authorized Agents

Provisions of Law

Notice of Layoff

Personnel Files

Section 7. Attendance at Grievance Hearings

A CAPE representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

Section 8. Grievance Mediation

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 18, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 18, Section 6, can be submitted to grievance mediation. Both CAPE and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or CAPE may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, CAPE, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 19 GRIEVANCE GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between CAPE and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agree upon:

- A. Within ten (10) business days from the occurrence of the matter, or within ten (10) business days from its knowledge of such an occurrence, where either CAPE or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this MOU, such party may request in writing that a meeting be held with the authorized representatives of the other party who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.
- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, the initiating party shall have the right to meet with the principal representative(s) of the other party who have authority to resolve the

matter. For purposes of this provision, Management's principal representative shall mean its Chief Executive Officer or his authorized representative, and any other County department head or his authorized representative, who has authority to resolve this matter.

- C. Within thirty (30) business days after the meeting provided in B above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 6 of Article 18, the disagreement may be submitted to arbitration in accordance with the provision of Section 6, Article 18 of this MOU.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 18 of this MOU. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this MOU affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of the individual employees. Significantly large number of employees in the unit is defined as (a) a majority of the employees in the Unit; (b) all the employees within a department in the Unit, or (c) all the employees within a readily identifiable occupation, such as Truck Driver and Stenographer

ARTICLE 20 **EXPEDITED ARBITRATION**

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 18, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of

the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination, nor

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made; 2) there will be no representation by outside counsel; and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within 10 working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the

Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Recognition
- Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law

ARTICLE 21 EMPLOYEE REPRESENTATIVES

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of employee representatives agreed upon by CAPE and each department. CAPE shall give each department and the Chief Executive Office a written list of the names of employees selected as employee representatives which list shall be kept current by CAPE and only employees designated as authorized employee representatives will be recognized by the County.

CAPE agrees that whatever investigation or the processing of a formal grievance is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Employee representatives desiring to leave their work location to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering other work locations, the employee representative shall inform the supervisor of the nature of his business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the employee representative will be informed when the employee will be made available. The employee representative shall perform the aforementioned duties without loss of pay.

ARTICLE 22 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused, or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 23 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.

- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class.

This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or union's written request for relief either:

Appoint the employee according to Civil Service Rules; If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this Article is paid;

return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this Article is to be paid, or

pay the employee the bonus. The bonus is paid from the date of request for relief and terminates when the conditions of this Article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full-time basis.

- B. It is the intent of management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this Article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classification work, or to assign employees out-of-class for the purpose of training without any additional

compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this Article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 24 PAYROLL DEDUCTION AND DUESSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1 to September 30, 2015, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information:

Employee name, employee number, job classification, department name and name of Union from which dues deduction are to be cancelled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within 10 business days after the close of the withdrawal period.

Section 3. Agency Election

If at any time during the term of this MOU, thirty (30), percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of the MOU to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee arrangement as provided by in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The Union shall pay for the cost of the election.

If a majority of the employees in the Bargaining Unit, who casts ballots, vote in favor of an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately thereafter, the Union, through the Employee

Relations Commission shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the Union a service fee as provided in G.C. 3502.5(a).

If the majority of employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4. Agency Shop

If a majority of those employees voting, vote in favor of an agency shop, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)3 of the Internal Revenue Service Code for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.

B. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be collected through payroll deduction and remitted to the union. The union shall forward such funds to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit.

D. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this agreement.

E. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-members agency fee payers in each year that the agency shop agreement is in effect.

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union and departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County-Auditor shall commence and continue a payroll deduction of an Agency Shop fee from the regular pay warrants of such employee.

The effective date of deducting Union dues, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. Employee Lists

The Auditor-Controller will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, classification, title, item number, item sub, item step salary rate, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. The employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller.

H. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 25 ASSOCIATION RIGHTSSection 1. Work Access

Authorized CAPE representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions. A CAPE representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the department head's authorization at least two (2) hours before the intended visit unless the parties mutually agree to waive notice.

CAPE shall give the department or district head affected a written list of all authorized representatives which list shall be kept current by the Association. Access to work locations will only be granted to representatives on the current list.

Section 2. Distribution of Materials

Management shall provide to each new employee entering the Unit a packet of information supplied by CAPE explaining to the employee both his/her rights under the Employee Relations ordinance and the status of CAPE as the certified majority representative for this Unit, as well as material related to the services and employee benefits programs offered by CAPE. Four times a year, CAPE may request from the department a list of new employees entering the Unit by name, classification, salary, and pay location.

Section 3. Employee List

Within 90 days of the effective date of this Memorandum of Understanding and at the request of CAPE, the County shall provide CAPE with a list of the names, employee numbers, item numbers, item titles, and department numbers of all employees in the Bargaining Unit. Every reasonable effort shall be made to provide the list in the format specified by CAPE. CAPE may request an employee list up to four times a year. An updated employee list will be provided at no charge during each year of the term of this agreement. CAPE shall pay the county \$100.00 for each additional list that it receives.

ARTICLE 26 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither CAPE nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 27 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any matter covered herein during the term of this Memorandum of Understanding.
- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.
- D. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 28 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Agreement:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: Kenneth Hahn Hall of Admin. 500 W. Temple St. Rm. 713, Los Angeles, California 90012; Telephone: 974-1101), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. CAPE'S principal authorized agent shall be the CAPE Board of Directors or their duly authorized representative (Address: 1910 West Sunset Boulevard, Suite 600, Los Angeles, California 90026; Telephone: (213) 484-0400).

ARTICLE 29 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws and regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or County laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 30 EMPLOYEE RIGHTS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

Upon the request of CAPE the committee shall meet for the purpose of reviewing contracting services which are also performed by permanent employees whose classifications are contained in this unit. The County shall timely respond to information requests from CAPE addressing the subject matter of this committee. This Committee shall be comprised of the DPW Director or Deputy Director responsible for overseeing contracting services, CEO representatives and CAPE representatives. The sunset date of this Committee shall be September 30, 2015, or earlier by mutual agreement of both parties.

ARTICLE 31 NOTICE OF LAYOFFSection 1. Board Policy on Work Force Reductions

It is the intent of the parties during the term of this MOU to comply with the June 21st and April 4, 1995 Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq. who perform functions comparable to County Positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off, will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's ongoing efforts to find alternative placement for employees

subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 32 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided however, that the exercise of such right does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 33 INVOLUNTARY TRANSFERS

Upon the involuntary transfer of an employee in this Unit and said employee filing a grievance thereon, the employee or CAPE may unilaterally waive the first and second levels of the grievance procedure and file his/her grievance at the third level.

ARTICLE 34 POSITION CLASSIFICATION STUDY

Section 1. Definition of Authority

For the purpose of this Article, a classification study is a study by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this Article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing through the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which has the responsibility to process classification studies.

Section 4. Acknowledgment and Follow-up Reports

Management agrees that all employee-initiated classification studies shall be promptly acknowledged. It is further agreed that, if within 90 days no action has been taken on an employee-initiated study, the Department's Personnel Office shall upon request provide a progress report to the employee and/or to CAPE.

ARTICLE 35 CHANGE OF WORK ASSIGNMENT

During the period January 1 through January 31, a permanent, full-time employee in the Bargaining Unit assigned to the Department of Public Works who received at least a competent rating on his/her last performance evaluation, who desires to be assigned to a different work assignment within the Department of Public Works, may submit a written request for a change of work assignment to the Department's personnel office.

Requests for a change of work assignment shall be valid for one year from date of filing and must be renewed annually if the employee still desires to be considered for a change of work assignment. Beginning February, during the term of this agreement, Public Works management will review requests on file as vacancies occur and make an effort to assign those employees with requests on file to different work assignments within Public Works based on the desire of employees, the employees' qualifications, the availability of vacant assignments within their respective classifications, and the operational needs of the department.

ARTICLE 36EMPLOYEE LISTS

The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, classification title, item number, item sub, item step salary rate, work location, latest hire date, and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Agreement. This employee lists provided to CAPE at a cost to be determined by the Auditor-Controller.

ARTICLE 37JOINT LABOR-MANAGEMENT COMMITTEEPurpose

Management and Labor may institute discussion of issues at the department level that are of mutual concern including but not limited to:

- Workload/Staffing
- Recruitment/Retention
- Tuition reimbursement
- Mentoring

Procedures

1. Provide an agenda at least two weeks (ten business days) in advance of meeting.
2. The agenda shall contain no more than three (3) items for discussion.
3. A reasonable number of representatives with direct knowledge of agenda items may attend Labor Management Committee, absent operational impact
4. Management shall respond within 90 days with its position upon receiving CAPE's recommendation on a subject discussed by the Committee.

5. If the meeting must be postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

CALIFORNIA ASSOCIATION OF
PROFESSIONAL EMPLOYEES,
M.E.B.A., AFL-CIO

By  _____

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By  _____
William T. Fujioka
Chief Executive Officer

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISING PROFESSIONAL ENGINEERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 17th day of
December, 2013,

BY AND BETWEEN

Authorized Management Representatives hereinafter
referred to as "Management") of the County of
Los Angeles (hereinafter referred to as "County")

AND

California Association of Professional Employees,
M.E.B.A., AFL-CIO (hereinafter referred to as
"CAPE")

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, CAPE was certified on December 10, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-29-69) as the majority representative of County employees in the Professional Engineers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes CAPE as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in the classifications identified in Article 8 of this Memorandum of Understanding.

The County agrees not to meet and confer with another employee organization with the intent of reaching an agreement to modify any understanding included in the negotiated agreement between CAPE and the County.

ARTICLE 2 EXCLUSIVITY

Management agrees to recognize CAPE as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and CAPE has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 TERM

The provisions of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as defined in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 15, 2015 through May 31, 2015, its written request to commence negotiations, as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than June 15, 2015. An impasse concerning the matters under negotiation shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 15, 2015, unless the parties mutually agree to continue negotiations.

ARTICLE 6 DISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, or handicapped status.

ARTICLE 7 SPECIAL PAY PRACTICESSection 1. Call Back

Whenever an employee is unexpectedly ordered by his/her Department head or designated Management representative to return to work following the termination of his/her normal work shift or normal workweek and departure from his/her work location, the employee shall receive a minimum payment of four hours' pay at the rate of time and one-half. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 10, Overtime.

If an employee shall complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 2. Extra Trip Mileage

A mileage permittee may be paid "extra trip mileage," as defined in Section 5.40.230 of the Los Angeles County Code, provided he/she is required to make field calls in the performance of "extra trip mileage" duties.

In "extra trip" instances, mileage will be allowed from home to all points of contact and return home.

No reimbursement is allowable to any employee, regardless of circumstances, between home and headquarters and return home.

Section 3. Hazard Pay

Management agrees to pay to \$.50 per hour for those classes in this Unit presently receiving hazard pay.

Such hazard pay shall be limited to those CAPE classes currently receiving hazard pay under the terms and conditions of the Los Angeles County Code.

Section 4. Supervisor-Subordinate Pay

The Chief Executive Officer shall authorize compensation for a supervisor at a rate of \$1.00 per month more than the base rate of his/her highest paid subordinate when the qualifying conditions are met as provided in Section 6.10.070 of the Los Angeles County Code.

Section 5. Shift Differential

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in Section 6.10.020 of the Los Angeles County Code shall receive a per hour bonus of sixty cents (\$.60) for each hour worked during said shifts.

Section 6. Standby Pay

All employees in the Unit who are assigned regularly scheduled periods of authorized standby service during off-duty hours shall be paid additional compensation at the rate of fifty cents (\$.50) per hour for each hour of such standby service not to exceed one hundred dollars (\$100.00) a month. Employees residing at their work site are excluded from this provision.

No additional compensation for standby status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Section 7. California State License Reimbursement

Effective January 1, 2001, a permanent full-time employee in the Department of Public Works who is employed in a non-registered engineer classification (civil, structural, electrical, or mechanical) represented by Bargaining Unit 501 and who obtains or renews a California State License as a Registered Engineer (civil, structural, electrical, or mechanical) that is not a requirement of the class in which he/she is employed, and who is required by management to use the knowledge and skills acquired from such license

in his/her assignment, is eligible for reimbursement for the specific fees paid to either obtain or renew such California State License.

In order to receive reimbursement, an employee must submit to departmental management the California State License and a receipt of the fees paid within 30 days of initial registration or renewal.

Re opener January 2011, to discuss this section.

Section 8. Assignment of Additional Responsibilities

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representative and the Chief Executive Office.

The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If the employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, upon his/her request he/she shall be returned to an assignment in his/her own classification until notified of the CEO's approval in writing.

To qualify for this additional compensation a full-time permanent employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules; or
2. Perform all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules, unless the difference between the employee's class and the higher level class is less than two standard salary schedules. In this case, the bonus shall be the difference between the two classes.

The bonus provision of paragraph 2 above does not apply to employees on short term higher level assignments of two weeks or less.

The additional compensation shall begin on the first day the additional responsibilities are assigned by management and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In

no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 23, Out-of-Class Assignments for the same assignment.

The additional compensation provided in this Section shall not constitute a base rate.

ARTICLE 8SALARIESSection 1. Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated:

| ITEM | ITEM | EFFECTIVE | | | MINIMUM | |
|------|-------------------------------------|------------|------|------|---------|----------|
| | MAXIMUM | | | | | |
| ITEM | ITEM | EFFECTIVE | | | MINIMUM | |
| | MAXIMUM | | | | | |
| NO | CLASSIFICATION | DATE | NOTE | SCH | RATE | RATE |
| 4139 | CAPITAL PROJECTS MGMT ASSISTANT, PW | CURRENT | N2 | 89G | 5014.18 | 5900.27 |
| | | 10/01/2013 | N2 | 90D | 5114.18 | 6017.73 |
| | | 10/01/2014 | N2 | 91A | 5216.00 | 6137.00 |
| | | 04/01/2015 | N2 | 91J | 5320.00 | 6259.91 |
| 4140 | CAPITAL PROJECTS MGMT ASSOCIATE, PW | CURRENT | | 101L | 6640.82 | 8249.91 |
| | | 10/01/2013 | | 102H | 6773.45 | 8414.45 |
| | | 10/01/2014 | | 103E | 6908.36 | 8582.09 |
| | | 04/01/2015 | | 104B | 7045.55 | 8752.82 |
| 4141 | CAPITAL PROJECTS MANAGER, PW | CURRENT | | 105L | 7401.91 | 9195.55 |
| | | 10/01/2013 | | 106H | 7549.82 | 9379.00 |
| | | 10/01/2014 | | 107E | 7700.36 | 9565.55 |
| | | 04/01/2015 | | 108B | 7853.55 | 9755.36 |
| 4209 | HEAD ENVIRONMENTAL ENGINEERING SPEC | CURRENT | | 104H | 7150.82 | 8883.73 |
| | | 10/01/2013 | | 105E | 7293.36 | 9060.82 |
| | | 10/01/2014 | | 106B | 7438.55 | 9241.00 |
| | | 04/01/2015 | | 106K | 7586.91 | 9425.00 |
| 3436 | SENIOR CIVIL ENGINEER | CURRENT | | 109L | 8249.91 | 10249.00 |
| | | 10/01/2013 | | 110H | 8414.45 | 10454.09 |
| | | 10/01/2014 | | 111E | 8582.09 | 10662.45 |
| | | 04/01/2015 | | 112B | 8752.82 | 10874.09 |
| 3497 | SENIOR ELECTRICAL ENGINEER | CURRENT | | 109L | 8249.91 | 10249.00 |
| | | 10/01/2013 | | 110H | 8414.45 | 10454.09 |
| | | 10/01/2014 | | 111E | 8582.09 | 10662.45 |
| | | 04/01/2015 | | 112B | 8752.82 | 10874.09 |
| 3553 | SENIOR MECHANICAL ENGINEER | CURRENT | | 109L | 8249.91 | 10249.00 |
| | | 10/01/2013 | | 110H | 8414.45 | 10454.09 |
| | | 10/01/2014 | | 111E | 8582.09 | 10662.45 |
| | | 04/01/2015 | | 112B | 8752.82 | 10874.09 |

| | | | | |
|---|---------------|------|---------|----------|
| 3588 SENIOR STRUCTURAL ENGINEER | CURRENT | 111L | 8709.73 | 10820.64 |
| | 10/01/2013 | 112H | 8883.73 | 11036.64 |
| | 10/01/2014 | 113E | 9060.82 | 11256.27 |
| | 04/01/2015 | 114B | 9241.00 | 11479.64 |
| 4034 SUPERVISING ARCHITECT I | CURRENT | 103L | 7010.91 | 8709.73 |
| | 10/01/2013 | 104H | 7150.82 | 8883.73 |
| | 10/01/2014 | 105E | 7293.36 | 9060.82 |
| | 04/01/2015 | 106B | 7438.55 | 9241.00 |
| 4036 SUPERVISING ARCHITECT II | CURRENT | 107L | 7814.91 | 9707.36 |
| | 10/01/2013 | 108H | 7970.82 | 9901.55 |
| | 10/01/2014 | 109E | 8129.36 | 10099.00 |
| | 04/01/2015 | 110B | 8290.64 | 10299.73 |
| 3432 SUPVG CIVIL ENGINEERING ASSISTANT | CURRENT | 95G | 5588.36 | 6942.55 |
| | 10/01/2013 | 96D | 5699.55 | 7080.64 |
| | 10/01/2014 | 97A | 5813.00 | 7221.00 |
| | 04/01/2015 | 97J | 5929.36 | 7365.73 |
| 3720 SUPVG COMMUNICATIONS DESIGN TECH | CURRENT | 85L | 4302.55 | 5346.00 |
| | 10/01/2013 | 86H | 4388.73 | 5452.55 |
| | 10/01/2014 | 87E | 4476.36 | 5560.91 |
| | 04/01/2015 | 88B | 4565.36 | 5671.18 |
| 4373 SUPVG ENGINEERING GEOLOGIST II | CURRENT | 106A | 7420.00 | 9218.00 |
| | 10/01/2013 | 106J | 7568.36 | 9402.00 |
| | 10/01/2014 | 107F | 7719.45 | 9589.18 |
| | 04/01/2015 | 108C | 7873.09 | 9779.73 |
| 4374 SUPVG ENGINEERING GEOLOGIST III | CURRENT | 109L | 8249.91 | 10249.00 |
| | 10/01/2013 | 110H | 8414.45 | 10454.09 |
| | 10/01/2014 | 111E | 8582.09 | 10662.45 |
| | 04/01/2015 | 112B | 8752.82 | 10874.09 |
| 4208 SUPVG ENVIRON ENGINEERING SPEC | CURRENT | 100H | 6416.09 | 7970.82 |
| | 10/01/2013 | 101E | 6543.73 | 8129.36 |
| | 10/01/2014 | 102B | 6673.64 | 8290.64 |
| | 04/01/2015 | 102K | 6806.73 | 8455.73 |
| 4053 SUPERVISING LANDSCAPE ARCHITECT I | CURRENT | 99J | 6259.91 | 7776.73 |
| | 10/01/2013 | 100F | 6384.64 | 7931.73 |
| | 10/01/2014 | 101C | 6511.36 | 8089.18 |
| | 04/01/2015 | 101L | 6640.82 | 8249.91 |
| 4057 SUPERVISING LANDSCAPE ARCHITECT II | CURRENT | 102J | 6790.09 | 8435.09 |
| | 10/01/2013 | 103F | 6925.45 | 8603.36 |
| | 10/01/2014 | 104C | 7063.09 | 8774.64 |
| | 04/01/2015 | 104L | 7203.45 | 8949.18 |
| 3530 SUPVG TELECOM SYSTEMS ENGINEER | CURRENT N4 | 107K | 9173.09 | 9683.73 |
| | 10/01/2013 N4 | 108G | 9356.00 | 9877.18 |
| | 10/01/2014 N4 | 109D | 9541.91 | 10074.00 |
| | 04/01/2015 N4 | 110A | 9731.00 | 10274.00 |

Section 2. Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the

Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an

award on the step advances as affected by the changes in existing categories of Performance Evaluation.

Section 3.

The parties having jointly reviewed and considered all available salary and wage information and data, agree that the recommended salaries set forth herein were negotiated in good faith and that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 9 EMPLOYEE PAYCHECK ERRORS

A. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. Departmental Payroll Sections shall process such requested corrections to the Auditor-Controller within five (5) working days.
3. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
4. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.

2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller.

Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 10 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

A. Non-Exempt Employees

The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- B. An employee, except for employees in the Department of Health Services, may elect to accrue up to 30 hours of FLSA overtime worked to be used as compensatory time off in lieu of pay, at the rate of one and one-half (1 ½) hours for each hour of overtime worked.

An employee who wants to use his/her accumulated compensatory time must submit a written request ten working days in advance of the dates for which time off is desired. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of departmental management.

Management may direct an employee to use/his/her accumulated compensatory time provided the employee is given thirty calendar days notice.

Employees may not accrue overtime hours which are worked during a Board of Supervisors, State, or Federally declared emergency and/or disaster periods, unless management approves the accrual of such overtime hours.

Section 2. Usage of Previously Earned Compensatory Time - Non-Exempt Employees

- A. Non-exempt employees, as defined by the Fair Labor Standards Act, who retain compensatory time off on the books earned prior to April 15, 1985 shall use such time until exhausted except that the employee shall not be directed by management to take compensatory time off without at least ten (10) business days prior notice or be denied a timely request to take such time off.

- B. Any compensatory time accumulated by employees prior to April 15, 1985 shall remain to the employees' credit until 12 months after the effective date of this Article or until it is taken off either at the employee's request or at the direction of management as provided in Paragraph "A" of this section, whichever is earlier. Time subject to be lost after the twelfth month following the effective date of this article will be paid to the employee at the straight time rate rather than lost.

Section 3. Work Week

For the purpose of computing overtime the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by management. For purposes of this article work week is distinguished from work schedules.

Section 4. Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 5. Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of Management to require any employee to perform overtime work, and it is

further agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

Section 6.

Notwithstanding any other provisions of this Memorandum of Understanding:

- A. Between October 1, 1993 and June 30, 1994 only, all overtime shall be compensated with compensatory time off (CTO) as provided for in subparagraphs (1) - (4) below.
- (1) To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 240 hours or 480 hours for employees working an emergency response activity or a seasonal activity as defined by Fair Labor Standards Act regulations.
 - (2) To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time CTO.
 - (3) Such CTO either (a) may be taken off at the request of an employee subject to Management approval or (b) shall be maintained "on the books".

- (4) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.
- B. All overtime worked on or after July 1, 1994 shall be subject to the overtime provisions in effect on September 30, 1993.
- C. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.
- D. CTO accrued between October 1, 1993 and June 30, 1994 shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit Management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.
- E. From July 1, 1994, through June 30, 1995, the Board of Supervisors may pay for CTO accrued between October 1, 1993, and June 30, 1994, at the rate of pay then in effect for the employee.

Section 7.

1. Notwithstanding any other provision of the MOU for overtime worked by an employee during the fire emergencies declared by the Board of Supervisors in October and November 1993, and the Northridge Earthquake Emergency declared by the Board of Supervisors in January 1994 (the "Emergencies"), an employee subject to the MOU, shall receive overtime compensation as follows for overtime worked determined by the employee's department head to be due to an Emergency.
 - A. To the extent that such time would have qualified for time and one-half compensatory time off (CTO) under the provisions of the MOU, such overtime shall be paid at the rate of time and one-half, unless the employee opts to receive time and one-half CTO.
 - B. To the extent that such time would have qualified for straight time CTO under the provisions of the MOU, such overtime shall be paid at the straight time rate of pay, unless the employee opts to receive straight time CTO.
 - C. In the event an employee opts to receive CTO, at the employee's option, such CTO time may be used or converted to pay in accordance with the provisions of Section 9A (3) and 9C of this Article.

- D. Nothing in this Section is intended to alter the definition of "overtime" as set forth elsewhere in the MOU, or the circumstances under which overtime compensation must be paid.
 - E. At the time the employee is asked to work the overtime, the employee shall be told by Management whether the overtime to be worked is related to an Emergency.
- 2. For purposes of this Section, the October and November 1993 fire emergencies began on October 26, 1993 and continued through November 30, 1993, and the Northridge earthquake emergency began on January 17, 1994, and will end June 30, 1994.
 - 3. It is the specific agreement of the parties that each and every other provision of this Memorandum of Understanding shall remain in full force and effect.

ARTICLE 11 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 12 GENERAL PROVISIONSSection 1. Literature

Management agrees to give to each new employee in the Unit a post card furnished by CAPE requesting that information about CAPE be sent to his/her home.

Section 2. Reimbursement - Required Books

Management agrees to reimburse an employee for the cost of required book(s) used under provisions of the Tuition Refund Program.

Section 3. Tuition Reimbursement Plan Substitution

Management agrees that, with approval of cognizant departmental management, individual participants and different courses may be substituted during the training year for the ones contained in a department's original approved tuition reimbursement plan, provided that such substitutions continue to support the objectives and goals of the Tuition Reimbursement Program.

DPW JLMC composed of DPW Director or designee, DPW Manager, 2 employee representatives and 1 CAPE staff member to investigate and identify by March 2010 the number of employees by program that the Department approved an entire degree program and who already started the program by June 2009, each employee's progress in the program and remaining courses to be completed as well as the cost of completion of the program.

Reopener will be in March 2010 & March 2011 regarding restoration and funding Tuition Reimbursement Program by Department.

ARTICLE 13 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his personnel file except as such may be part of an official permanent record. On the face of the sealed envelope it shall read, "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than two years prior removed from his/her personnel file except as such may be a part of an official permanent record.

Upon adoption of this Memorandum of Understanding by the Board of Supervisors, an employee in reviewing his/her personnel file may request and have any written reprimands issued more than two years prior removed from his/her personnel file, except as such may be a part of an official permanent record.

ARTICLE 14 BULLETIN BOARDS

Management will furnish CAPE bulletin boards or Arch-Files at all appropriate work locations which shall be used only for the following subjects:

- A. CAPE recreational, social and related news bulletins;
- B. Scheduled CAPE meetings;
- C. Information concerning CAPE elections or the results thereof;
- D. Reports of official business of CAPE including reports of committees or the Board of Directors; and
- E. Other material concerning CAPE business.

Prior to posting any material other than that listed under A, B, C, and D above, it shall be initialed by an authorized representative of both CAPE and the department head.

In cases where CAPE represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by CAPE at that work location.

ARTICLE 15 SAFETYSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. CAPE will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices and conditions in writing to their immediate supervisor and Departmental Safety Officer. The employee has the right to submit the matter in writing personally or through the area representative. The immediate supervisor and/or the Departmental Safety Officer will submit a written response to the employee.

On any matter that is not resolved by the immediate supervisor or the Departmental Safety Officer within a reasonable period of time, the area representative may confer with the Safety Officer who will respond in writing.

If the employee or the area representative is not satisfied with the response, a CAPE business representative may consult with the Chief of the Disability Benefits, Health and Safety Division of the Chief Executive Office or his/her designate. A representative of such Division shall investigate the matter and advise the department head and CAPE of his/her findings and recommendations, if any.

Management and CAPE mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 2 CAPE-Management Safety Committee - In the Department of Public Works

The parties agree that upon the Association's request to the Department's Director, there shall be created a CAPE-Management Safety Committee for that Department.

The CAPE-Management Safety Committee shall be comprised of two representatives designated by the Association, and two Management representatives designated by the Department's Director.

The Committee shall have regular meetings on a quarterly basis. Any member of the Committee may call additional special meetings of the Committee upon notifying the other Committee members one calendar week in advance.

The Committee shall have the authority to:

- (a) Develop its own internal procedures
- (b) Meet on County time to review the Department's safety policies and procedures as well as to discuss incidents or situations involving the Department's employee(s)' health or safety and develop recommendations.

- (c) Make recommendations to the Department's Director on these matters.
- (d) Request the Department conduct an investigation into incidents or situations involving the Department's employee(s)' health and safety.

ARTICLE 16 WORK SCHEDULES

Section 1. Change of Workweek or Shift

Management will not change the scheduled workweek or daily shift time without prior notice to CAPE and consultation with CAPE upon request. Any change of workweek or daily shift time shall require a prior written notice of ten (10) working days to the concerned employee.

Nothing herein shall limit the authority of the department or district head to make assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 2. Hours of Work

The department's signatory to this Memorandum of Understanding agree to meet and consult, upon request, with CAPE representatives, at least once annually, regarding alternate work schedules.

Section 3. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

ARTICLE 17 AFFIRMATIVE ACTION

The County's principal authorized agent or his/her authorized representative, shall, upon request, meet annually during the term of this agreement with a representative of CAPE to discuss goals and objectives of affirmative action programs as submitted to the Office of Affirmative Action Compliance.

ARTICLE 18 GRIEVANCE PROCEDURESection 1. Definition

"Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

Section 2. Responsibilities

1. CAPE will encourage an employee to discuss his/her complaint with his/her immediate supervisor in a sincere effort to resolve the complaint without the need to file a formal written grievance.
2. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time in a sincere effort to resolve the complaint.
3. CAPE and the departmental management will, upon request, advise the employee and his/her supervisor of the necessary information to process the grievance in compliance with the grievance procedure.
4. CAPE agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

Section 3. Waivers and Time Limits

1. Failure of Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement and approval of the County's "authorized agent," the grievance may revert to a prior level for reconsideration.

Section 4. General Rights and Restrictions

1. An employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings.
2. An employee may present his/her grievance to Management on County time, Provided that he/she accomplishes all phases of preparation and presentation in

a reasonable and expeditious manner. In scheduling the time, place and duration of any grievance meeting, both employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management-imposed limitations in scheduling meetings.

3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting.
4. If an employee requests to be represented by CAPE, only authorized CAPE staff representatives as specified in Article 24, Work Access, may represent him/her in formal grievance meetings.
5. Management shall notify CAPE of any formal grievance involving the terms and conditions of this Memorandum of Understanding.
6. A CAPE representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this Memorandum of Understanding.

Section 5. Procedure

1. Informal Complaint

- A. Within five (5) business days from the occurrence of the matter on which the complaint is based or within five (5) business days from his/her knowledge of such occurrence, an employee may discuss his/her complaint in a meeting with his/her immediate supervisor.

- B. Within seven (7) business days from the day of discussion with the employee, the immediate supervisor, or in his/her absence, his/her authorized representative shall orally reply to the employee's complaint.

2. Formal Complaint - Step 1, Immediate Supervisor

- A. Within ten (10) business days of receipt of the answer from the immediate supervisor in an informal complaint, or within ten (10) business days from the occurrence of the matter on which a complaint is based or within ten (10) business days of his knowledge of such an occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor or his/her authorized representative shall give his/her decision in writing to the employee on the original copy of the grievance.

3. Formal Complaint - Step 2, Middle Management

- A. Within ten (10) business days from his/her receipt of the decision at Step 1, the employee may appeal to middle management. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by his/her immediate supervisor, shall be submitted.
- B. Within ten (10) business days from receipt of the grievance, the middle manager shall meet with the employee and give his/her answer in writing. The employee may be accompanied by his/her designated representative at such a meeting.

4. Formal Complaint - Step 3, Department Head

- A. Within ten (10) business days from his/her receipt of the decision at Step 2, the employee may appeal to the department head. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by the middle manager, shall be submitted.
- B. Within ten (10) business days from the receipt of the employee's grievance, the department head or his/her designated representative who has not been involved in the grievance in prior steps shall make a

thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

On matters that do not concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head shall be final as to disposition of matters within his/her authority.

Section 6. Arbitration

1. Within thirty (30) days from the receipt of the written decision of the department head, or his/her designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;

- B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to or request review by said Civil Service Commission including, but not limited to discharges, reductions, and discrimination; nor
 - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office or any other County department, agency or commission unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall, within the time requirements set forth above, send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted

to County's Chief Executive Officer and to the County department head or officer affected, which written request shall:

- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
 - B. Request that said Employee Relations Commission, pursuant to its applicable rules and regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance provided for herein.
4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
5. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be

determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If, within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition
Purpose
Implementation
Term
Renegotiation
Discrimination
Safety and Health
Payroll Deduction and Dues
Authorized Agents
Provisions of Law
Notice of Layoff
Personnel Files

Section 7. Attendance at Grievance Hearings

A CAPE representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

Section 8. Grievance Mediation

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 18, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 18, Section 6, can be submitted to grievance mediation. Both

CAPE and Management must mutually agree to submit a qualifying grievance to grievance mediation.

3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or CAPE may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, CAPE, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 19 GRIEVANCE GENERAL-IN- CHARACTER

In order to provide an effective mechanism whereby disagreements between CAPE and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Within ten (10) business days from the occurrence of the matter, or within ten (10) business days from its knowledge of such an occurrence, where either CAPE or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this MOU, such party may request in writing that a meeting be held with the authorized representatives of the other party who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. Within ten (10) business days of receipt of the request for such a meeting the parties will meet for the purpose of discussing and attempting to resolve the disagreement.
- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, the initiating party shall have the right to meet with the principal representative(s) of the other party who have authority to resolve the matter. For purposes of this provision, Management's principal representative

shall mean its Chief Executive Officer or his authorized representative, and any other County department head or his authorized representative, who has authority to resolve this matter.

- C. Within thirty (30) business days after the meeting provided in B above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 6 of Article 18, the disagreement may be submitted to arbitration in accordance with the provision of Section 6, Article 18 of this MOU.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 18 of this MOU. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this MOU affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of the individual employees. Significantly large number of employees in the unit is defined as (a) a majority of the employees in the Unit; (b) all the employees within a department in the Unit, or (c) all the employees within a readily identifiable occupation, such as Truck Driver and Stenographer

ARTICLE 20 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 18, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by outside counsel, and 3) there will be no post hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within 10 working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 21 EMPLOYEE REPRESENTATIVES

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of employee representatives agreed upon by CAPE and each department. CAPE shall give each department and the Chief Executive Office a written list of the names of employees selected as employee representatives which list shall be kept current by CAPE and only employees designated as authorized employee representatives will be recognized by the County.

CAPE agrees that whatever investigation or the processing of a formal grievance is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Employee representatives desiring to leave their work location to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering other work locations, the employee representative shall inform the supervisor of the nature of his business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the employee representative will be informed when the employee will be made available. The employee representative shall perform the aforementioned duties without loss of pay.

ARTICLE 22 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused, or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 23 OUT-OF-CLASS ASSIGNMENTSSection 1. Definitions

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class.

This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or union's written request for relief either:

appoint the employee according to Civil Service Rules; If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this Article is paid;

return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this Article is to be paid, or

pay the employee the bonus. The bonus is paid from the date of request for relief and terminates when the conditions of this Article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full-time basis.

- B. It is the intent of management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this Article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classification work, or to

assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this Article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 24 PAYROLL DEDUCTION AND DUESSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1 to September 30, 2015, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information:

Employee name, employee number, job classification, department name, and name of Union from which dues deduction are to be cancelled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within 10 business days after the close of the withdrawal period.

Section 3. Agency Election

If at any time during the term of this MOU, thirty (30) percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of the MOU to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee arrangement as provided by in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The Union shall pay for the cost of the election.

If a majority of the employees in the Bargaining Unit, who casts ballots, vote in favor of an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately thereafter, the Union, through the Employee Relations Commission shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the Union a service fee as provided in G.C. 3502.5(a).

If the majority of employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4 Agency Shop

If a majority of those employees voting, vote in favor of an agency shop, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)3 of the Internal Revenue Service Code for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.

B. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable

fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be collected through payroll deduction and remitted to the union. The union shall forward such funds to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this agreement.

D. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-members agency fee payers in each year that the agency shop agreement is in effect.

E. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union and departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County-Auditor shall commence and continue a payroll deduction of an Agency Shop fee from the regular pay warrants of such employee.

The effective date of deducting Union dues, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

F. Employee Lists

The Auditor-Controller will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, classification, title, item number, item sub, item step salary rate, work

location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. The employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller.

G. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 25 ASSOCIATION RIGHTSSection 1. Work Access

Authorized CAPE representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions. A CAPE representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the department head's authorization at least two (2) hours before the intended visit unless the parties mutually agree to waive notice.

CAPE shall give the department or district head affected a written list of all authorized representatives which list shall be kept current by the Association. Access to work locations will only be granted to representatives on the current list.

Section 2. Distribution of Materials

Management shall provide to each new employee entering the Unit a packet of information supplied by CAPE explaining to the employee both his/her rights under the Employee Relations ordinance and the status of CAPE as the certified majority representative for this Unit, as well as material related to the services and employee benefits programs offered by CAPE. Four times a year, CAPE may request from the department a list of new employees entering the Unit by name, classification, salary, and pay location.

Section 3. Employee List

Within 90 days of the effective date of this Memorandum of Understanding and at the request of CAPE, the County shall provide CAPE with a list of the names, employee numbers, item numbers, item titles, and department numbers of all employees in the Bargaining Unit. Every reasonable effort shall be made to provide the list in the format specified by CAPE. CAPE may request an employee list up to four times a year. An updated employee list will be provided at no charge during each year of the term of this agreement. CAPE shall pay the county \$100.00 for each additional list that it receives.

ARTICLE 26 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither CAPE nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 27 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any matter covered herein during the term of this Memorandum of Understanding.
- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.
- D. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 28 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Agreement:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: Kenneth Hahn Hall of Admin. 500 W. Temple St. Rm. 713, Los Angeles, California 90012; Telephone: 974-1101), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. CAPE'S principal authorized agent shall be the CAPE Board of Directors or their duly authorized representative (Address: 1910 West Sunset Boulevard, Suite 600, Los Angeles, California 90026; Telephone: (213) 484-0400).

ARTICLE 29 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws and regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or County laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 30 EMPLOYEE RIGHTS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

Upon the request of CAPE the committee shall meet for the purpose of reviewing contracting services which are also performed by permanent employees whose classifications are contained in this unit. The County shall timely respond to information requests from CAPE addressing the subject matter of this committee. This Committee shall be comprised of the DPW Director or Deputy Director responsible for overseeing contracting services, CEO representatives and CAPE representatives. The sunset date of this Committee shall be September 30, 2015, or earlier by mutual agreement of both parties.

ARTICLE 31 NOTICE OF LAYOFFSection 1. Board Policy on Work Force Reductions

It is the intent of the parties during the term of this MOU to comply with the June 21 and April 4, 1995 Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq. who perform functions comparable to County Positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County Employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's ongoing efforts to find alternative placement for employees

subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 32 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided however, that the exercise of such right does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 33 INVOLUNTARY TRANSFERS

Upon the involuntary transfer of an employee in this Unit and said employee filing a grievance thereon, the employee or CAPE may unilaterally waive the first and second levels of the grievance procedure and file his/her grievance at the third level.

ARTICLE 34 POSITION CLASSIFICATION STUDY

Section 1 Definition of Authority

For the purpose of this Article, a classification study is a study by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2 Intent

It is the intention of the parties that this Article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3 Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing through the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which has the responsibility to process classification studies.

Section 4 Acknowledgment and Follow-up Reports

Management agrees that all employee-initiated classification studies shall be promptly acknowledged. It is further agreed that, if within 90 days no action has been taken on an employee-initiated study, the Department's Personnel Office shall upon request provide a progress report to the employee and/or to CAPE.

ARTICLE 35 CHANGE OF WORK ASSIGNMENT

During the period January 1 through January 31, a permanent, full-time employee in the Bargaining Unit assigned to the Department of Public Works who received at least a competent rating on his/her last performance evaluation, who desires to be assigned to a different work assignment within the Department of Public Works, may submit a written request for a change of work assignment to the Department's personnel office.

Requests for a change of work assignment shall be valid for one year from date of filing and must be renewed annually if the employee still desires to be considered for a change of work assignment. Beginning February, during the term of this agreement, Public Works management will review requests on file as vacancies occur and make an effort to assign those employees with requests on file to different work assignments within Public Works based on the desire of employees, the employees' qualifications, the availability of vacant assignments within their respective classifications, and the operational needs of the department.

ARTICLE 36 EMPLOYEE LISTS

The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, classification title, item number, item sub, item step salary rate, work location, latest hire date, and job appointment date of all employees who never the Bargaining Unit and who are covered by this Agreement. This employee lists provided to CAPE at a cost to be determined by the Auditor-Controller.

ARTICLE 37 JOINT LABOR-MANAGEMENT COMMITTEEPurpose

Management and Labor may institute discussion of issues at the department level that are of mutual concern including but not limited to:

- Workload/Staffing
- Recruitment/Retention
- Tuition reimbursement
- Mentoring

Procedures

1. Provide an agenda at least two weeks (ten business days) in advance of meeting.
2. The agenda shall contain no more than three (3) items for discussion.
3. A reasonable number of representatives with direct knowledge of agenda items may attend Labor Management Committee, absent operational impact.
4. Management shall respond within 90 days with its position upon receiving CAPE's recommendation on a subject discussed by the Committee.

5. If the meeting must be postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

CALIFORNIA ASSOCIATION OF
PROFESSIONAL EMPLOYEES,
M.E.B.A., AFL-CIO

By _____

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
William T. Fujioka
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS
REGARDING THE
ENGINEERING TECHNICIAN'S
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 17th day of
December, 2013,

BY AND BETWEEN

Authorized Management Representatives
hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter
referred to as "County")

AND

California Association of Professional
Employees, M.E.B.A., AFL-CIO (hereinafter
referred to as "CAPE")

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, CAPE was certified on December 10, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-29-69) as the majority representative of County employees in the Professional Engineers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes CAPE as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in the classifications identified in Article 8 of this Memorandum of Understanding.

The County agrees not to meet and confer with another employee organization with the intent of reaching an agreement to modify any understanding included in the negotiated agreement between CAPE and the County.

ARTICLE 2 EXCLUSIVITY

Management agrees to recognize CAPE as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and CAPE has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 TERM

The provisions of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as defined in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 15, 2015 through May 31, 2015, its written request to commence negotiations, as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than June 15, 2015. An impasse concerning the matters under negotiation shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 15, 2015, unless the parties mutually agree to continue negotiations.

ARTICLE 6 **DISCRIMINATION**

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, or handicapped status.

ARTICLE 7 SPECIAL PAY PRACTICESSection 1. Call Back

Whenever an employee is unexpectedly ordered by his/her Department head or designated Management representative to return to work following the termination of his/her normal work shift or normal workweek and departure from his/her work location, the employee shall receive a minimum payment of four hours' pay at the rate of time and one-half. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 10, Overtime.

If an employee shall complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 2. Extra Trip Mileage

A mileage permittee may be paid "extra trip mileage," as defined in Section 5.40.230 of the Los Angeles County Code, provided he/she is required to make field calls in the performance of "extra trip mileage" duties.

In "extra trip" instances, mileage will be allowed from home to all points of contact and return home.

No reimbursement is allowable to any employee, regardless of circumstances, between home and headquarters and return home.

Section 3. Hazard Pay

Management agrees to pay to \$.50 per hour for those classes in this Unit presently receiving hazard pay.

Such hazard pay shall be limited to those CAPE classes currently receiving hazard pay under the terms and conditions of the Los Angeles County Code.

Section 4. Supervisor-Subordinate Pay

The Chief Executive Officer shall authorize compensation for a supervisor at a rate of \$1.00 per month more than the base rate of his/her highest paid subordinate when the qualifying conditions are met as provided in Section 6.10.070 of the Los Angeles County Code.

Section 5. Shift Differential

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in Section 6.10.020 of the Los Angeles County Code shall receive a per hour bonus of sixty cents (\$.60) for each hour worked during said shifts.

Section 6. Standby Pay

All employees in the Unit who are assigned regularly scheduled periods of authorized standby service during off-duty hours shall be paid additional compensation at the rate of fifty cents (\$.50) per hour for each hour of such standby service not to exceed one hundred dollars (\$100.00) a month. Employees residing at their work site are excluded from this provision.

No additional compensation for standby status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Section 7. Assignment of Additional Responsibilities

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representative and the Chief Executive Office.

The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If the employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, upon his/her request he/she shall be returned to an assignment in his/her own classification until notified of the CEO's approval in writing. To qualify for this additional compensation a full-time permanent employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules; or
2. Perform all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules, unless the difference between the employee's class and the higher level class is less than two standard salary schedules. In this case, the bonus shall be the difference between the two classes.

The bonus provision of paragraph 2 above does not apply to employees on short term higher level assignments of two weeks or less.

The additional compensation shall begin on the first day the additional responsibilities are assigned by management and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 23, Out-Of-Class Assignments for the same assignment.

The additional compensation provided in the Section shall not constitute a base rate.

ARTICLE 8 SALARIES**Section 1A. Recommended Salary Adjustment**

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated:

| ITEM NO | ITEM CLASSIFICATION | EFFECTIVE DATE | NOTE | SCH | MINIMUM RATE | MAXIMUM RATE |
|------------|------------------------------------|-------------------|------|-----|-----------------|-----------------|
| 4101 | AIRPORT PROJECT COORDINATOR | CURRENT | | 90L | 4928.00 | 6122.09 |
| | | 10/01/2013 | | 91H | 5026.55 | 6244.55 |
| | | 10/01/2014 | | 92E | 5126.91 | 6368.91 |
| | | 04/01/2015 | | 93B | 5229.00 | 6495.18 |
| 2469 | ASST TITLE INSTRUMENT SPECIALIST | CURRENT | | 90A | 4808.00 | 5973.00 |
| | | 10/01/2013 | | 90J | 4904.00 | 6092.27 |
| | | 10/01/2014 | | 91F | 5001.82 | 6213.82 |
| | | 04/01/2015 | | 92C | 5101.45 | 6337.45 |
| 3716 | ASSISTANT TRANSIT ANALYST, PW | CURRENT | | 88C | 4576.73 | 5685.36 |
| | | 10/01/2013 | | 88L | 4667.64 | 5798.82 |
| | | 10/01/2014 | | 89H | 4761.09 | 5914.82 |
| | | 04/01/2015 | | 90E | 4856.00 | 6032.64 |
| 4171 | BUILDING ENGINEERING INSPECTOR | CURRENT | | 91L | 5063.64 | 6290.64 |
| | | 10/01/2013 | | 92H | 5165.09 | 6416.09 |
| | | 10/01/2014 | | 93E | 5268.00 | 6543.73 |
| | | 04/01/2015 | | 94B | 5372.36 | 6673.64 |
| 4167 | BUILDING ENGINEERING INSPECTOR AID | CURRENT | | 84K | 4177.64 | 5190.55 |
| | | 10/01/2013 | | 85G | 4260.73 | 5294.00 |
| | | 10/01/2014 | | 86D | 4345.45 | 5399.09 |
| | | 04/01/2015 | | 87A | 4432.00 | 5506.00 |
| 4169 | BUILDING INSPECTOR I | CURRENT | N2 | 91L | 5346.00 | 6290.64 |
| | | 10/01/2013 | N2 | 92H | 5452.55 | 6416.09 |
| | | 10/01/2014 | N2 | 93E | 5560.91 | 6543.73 |
| | | 04/01/2015 | N2 | 94B | 5671.18 | 6673.64 |
| 4173 | BUILDING INSPECTOR II | CURRENT | | 95L | 5643.27 | 7010.91 |
| | | 10/01/2013 | | 96H | 5756.27 | 7150.82 |
| | | 10/01/2014 | | 97E | 5871.18 | 7293.36 |
| | | 04/01/2015 | | 98B | 5987.91 | 7438.55 |

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| 4177 BUILDING INSPECTOR III | CURRENT | 96L | 5798.82 | 7203.45 |
| | 10/01/2013 | 97H | 5914.82 | 7347.64 |
| | 10/01/2014 | 98E | 6032.64 | 7494.18 |
| | 04/01/2015 | 99B | 6152.36 | 7643.09 |
| | | | | |
| 4161 BUILDING PERMIT TECHNICIAN I | CURRENT | 74K | 3194.55 | 3957.91 |
| | 10/01/2013 | 75G | 3257.45 | 4036.45 |
| | 10/01/2014 | 76D | 3321.55 | 4116.55 |
| | 04/01/2015 | 77A | 3387.00 | 4198.00 |
| | | | | |
| 4162 BUILDING PERMIT TECHNICIAN II | CURRENT | 78K | 3555.73 | 4410.36 |
| | 10/01/2013 | 79G | 3625.36 | 4498.55 |
| | 10/01/2014 | 80D | 3696.55 | 4588.09 |
| | 04/01/2015 | 81A | 3770.00 | 4679.00 |
| | | | | |
| 3633 CADASTRAL ENGINEER | CURRENT | 96C | 5685.36 | 7063.09 |
| | 10/01/2013 | 96L | 5798.82 | 7203.45 |
| | 10/01/2014 | 97H | 5914.82 | 7347.64 |
| | 04/01/2015 | 98E | 6032.64 | 7494.18 |
| | | | | |
| 3652 CIVIL ENGINEERING TECHNICIAN | CURRENT | 86C | 4334.64 | 5385.73 |
| | 10/01/2013 | 86L | 4421.18 | 5492.64 |
| | 10/01/2014 | 87H | 4509.64 | 5602.09 |
| | 04/01/2015 | 88E | 4599.45 | 5713.73 |
| | | | | |
| 3570 CLINICAL LAB EQUIPMENT SPECIALIST | CURRENT | 93B | 5229.00 | 6495.18 |
| | 10/01/2013 | 93K | 5333.00 | 6624.64 |
| | 10/01/2014 | 94G | 5439.18 | 6756.82 |
| | 04/01/2015 | 95D | 5547.18 | 6891.27 |
| | | | | |
| 3719 COMMUNICATIONS DESIGN TECHNICIAN | CURRENT | 81H | 3834.91 | 4761.09 |
| | 10/01/2013 | 82E | 3910.18 | 4856.00 |
| | 10/01/2014 | 83B | 3986.91 | 4952.36 |
| | 04/01/2015 | 83K | 4066.18 | 5051.27 |
| | | | | |
| 3725 COMMUNICATIONS SERVICES ANALYST | CURRENT | 93E | 5268.00 | 6543.73 |
| | 10/01/2013 | 94B | 5372.36 | 6673.64 |
| | 10/01/2014 | 94K | 5479.27 | 6806.73 |
| | 04/01/2015 | 95G | 5588.36 | 6942.55 |
| | | | | |
| 3971 CONSTRUCTION COST ESTIMATOR | CURRENT | 91B | 4952.36 | 6152.36 |
| | 10/01/2013 | 91K | 5051.27 | 6275.27 |
| | 10/01/2014 | 92G | 5152.36 | 6400.36 |
| | 04/01/2015 | 93D | 5255.00 | 6527.55 |
| | | | | |
| 4195 CONSTRUCTION INSPECTOR | CURRENT | 90E | 4856.00 | 6032.64 |
| | 10/01/2013 | 91B | 4952.36 | 6152.36 |
| | 10/01/2014 | 91K | 5051.27 | 6275.27 |
| | 04/01/2015 | 92G | 5152.36 | 6400.36 |
| | | | | |
| 3962 CONTRACT ADMINISTRATOR | CURRENT | 91L | 5063.64 | 6290.64 |
| | 10/01/2013 | 92H | 5165.09 | 6416.09 |
| | 10/01/2014 | 93E | 5268.00 | 6543.73 |
| | 04/01/2015 | 94B | 5372.36 | 6673.64 |
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|---|------------|----|------|---------|---------|
| 4108 DEPARTMENTAL FACILITIES PLANNER I | CURRENT | | 97A | 5813.00 | 7221.00 |
| | 10/01/2013 | | 97J | 5929.36 | 7365.73 |
| | 10/01/2014 | | 98F | 6047.55 | 7512.73 |
| | 04/01/2015 | | 99C | 6167.73 | 7662.18 |
| 4112 DEPARTMENTAL FACILITIES PLANNER II | CURRENT | | 99A | 6137.00 | 7624.00 |
| | 10/01/2013 | | 99J | 6259.91 | 7776.73 |
| | 10/01/2014 | | 100F | 6384.64 | 7931.73 |
| | 04/01/2015 | | 101C | 6511.36 | 8089.18 |
| 3604 ENGINEERING AID I | CURRENT | ND | 67H | 2636.55 | 3095.18 |
| | 10/01/2013 | ND | 68E | 2688.55 | 3155.91 |
| | 10/01/2014 | ND | 69B | 2741.64 | 3217.91 |
| | 04/01/2015 | ND | 69K | 2794.73 | 3281.18 |
| 3606 ENGINEERING AID II | CURRENT | | 72H | 3013.55 | 3733.27 |
| | 10/01/2013 | | 73E | 3072.82 | 3807.09 |
| | 10/01/2014 | | 74B | 3132.73 | 3881.55 |
| | 04/01/2015 | | 74K | 3194.55 | 3957.91 |
| 3608 ENGINEERING AID III | CURRENT | | 78A | 3478.00 | 4313.00 |
| | 10/01/2013 | | 78J | 3547.09 | 4399.55 |
| | 10/01/2014 | | 79F | 3616.64 | 4487.45 |
| | 04/01/2015 | | 80C | 3687.36 | 4576.73 |
| 3852 ENGINEERING TESTING AID I | CURRENT | ND | 67H | 2636.55 | 3095.18 |
| | 10/01/2013 | ND | 68E | 2688.55 | 3155.91 |
| | 10/01/2014 | ND | 69B | 2741.64 | 3217.91 |
| | 04/01/2015 | ND | 69K | 2794.73 | 3281.18 |
| 3854 ENGINEERING TESTING AID II | CURRENT | | 72H | 3013.55 | 3733.27 |
| | 10/01/2013 | | 73E | 3072.82 | 3807.09 |
| | 10/01/2014 | | 74B | 3132.73 | 3881.55 |
| | 04/01/2015 | | 74K | 3194.55 | 3957.91 |
| 3856 ENGINEERING TESTING AID III | CURRENT | | 78A | 3478.00 | 4313.00 |
| | 10/01/2013 | | 78J | 3547.09 | 4399.55 |
| | 10/01/2014 | | 79F | 3616.64 | 4487.45 |
| | 04/01/2015 | | 80C | 3687.36 | 4576.73 |
| 3859 ENGINEERING TESTING TECHNICIAN | CURRENT | | 82G | 3929.27 | 4880.00 |
| | 10/01/2013 | | 83D | 4006.73 | 4977.09 |
| | 10/01/2014 | | 84A | 4086.00 | 5076.00 |
| | 04/01/2015 | | 84J | 4167.45 | 5177.82 |
| 4085 FACILITIES PLANNING AID I | CURRENT | | 67K | 2649.27 | 3281.18 |
| | 10/01/2013 | | 68G | 2701.82 | 3346.09 |
| | 10/01/2014 | | 69D | 2754.91 | 3411.82 |
| | 04/01/2015 | | 70A | 2808.00 | 3478.00 |
| 4086 FACILITIES PLANNING AID II | CURRENT | | 75K | 3281.18 | 4066.18 |
| | 10/01/2013 | | 76G | 3346.09 | 4147.09 |
| | 10/01/2014 | | 77D | 3411.82 | 4229.36 |
| | 04/01/2015 | | 78A | 3478.00 | 4313.00 |

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| 4090 FACILITIES PLANNING ASSISTANT | CURRENT | 81K | 3853.45 | 4784.55 |
| | 10/01/2013 | 82G | 3929.27 | 4880.00 |
| | 10/01/2014 | 83D | 4006.73 | 4977.09 |
| | 04/01/2015 | 84A | 4086.00 | 5076.00 |
| 4122 FACILITIES PROJECT MANAGEMENT ASST | CURRENT | 81K | 3853.45 | 4784.55 |
| | 10/01/2013 | 82G | 3929.27 | 4880.00 |
| | 10/01/2014 | 83D | 4006.73 | 4977.09 |
| | 04/01/2015 | 84A | 4086.00 | 5076.00 |
| 4123 FACILITIES PROJECT MANAGEMENT ASSOC | CURRENT | 92E | 5126.91 | 6368.91 |
| | 10/01/2013 | 93B | 5229.00 | 6495.18 |
| | 10/01/2014 | 93K | 5333.00 | 6624.64 |
| | 04/01/2015 | 94G | 5439.18 | 6756.82 |
| 4125 FACILITIES PROJECT MANAGER I | CURRENT | 98J | 6092.27 | 7568.36 |
| | 10/01/2013 | 99F | 6213.82 | 7719.45 |
| | 10/01/2014 | 100C | 6337.45 | 7873.09 |
| | 04/01/2015 | 100L | 6463.27 | 8029.45 |
| 4128 FACILITIES PROJECT MANAGER II | CURRENT | 103A | 6840.00 | 8497.00 |
| | 10/01/2013 | 103J | 6976.73 | 8667.18 |
| | 10/01/2014 | 104F | 7115.73 | 8840.09 |
| | 04/01/2015 | 105C | 7257.18 | 9015.91 |
| 3701 HIGHWAY ENGINEERING SPECIALIST | CURRENT | 96G | 5742.09 | 7133.27 |
| | 10/01/2013 | 97D | 5856.64 | 7275.27 |
| | 10/01/2014 | 98A | 5973.00 | 7420.00 |
| | 04/01/2015 | 98J | 6092.27 | 7568.36 |
| 3683 HIGHWAY TECHNICIAN | CURRENT | 86C | 4334.64 | 5385.73 |
| | 10/01/2013 | 86L | 4421.18 | 5492.64 |
| | 10/01/2014 | 87H | 4509.64 | 5602.09 |
| | 04/01/2015 | 88E | 4599.45 | 5713.73 |
| 2054 JUNIOR REAL PROPERTY AGENT | CURRENT NJ | 70A | 3297.00 | 3297.00 |
| | 10/01/2013 NJ | 70J | 3362.45 | 3362.45 |
| | 10/01/2014 NJ | 71F | 3428.36 | 3428.36 |
| | 04/01/2015 NJ | 72C | 3495.27 | 3495.27 |
| 4049 LANDSCAPE ARCHITECTURAL ASSOCIATE | CURRENT | 92J | 5177.82 | 6431.82 |
| | 10/01/2013 | 93F | 5281.00 | 6559.91 |
| | 10/01/2014 | 94C | 5385.73 | 6690.27 |
| | 04/01/2015 | 94L | 5492.64 | 6823.36 |
| 3571 MEDICAL ELECTRONICS EQUIPMENT SPEC | CURRENT | 93F | 5281.00 | 6559.91 |
| | 10/01/2013 | 94C | 5385.73 | 6690.27 |
| | 10/01/2014 | 94L | 5492.64 | 6823.36 |
| | 04/01/2015 | 95H | 5602.09 | 6959.64 |
| 4099 PARK PLANNING ASSISTANT | CURRENT | 86K | 4410.36 | 5479.27 |
| | 10/01/2013 | 87G | 4498.55 | 5588.36 |
| | 10/01/2014 | 88D | 4588.09 | 5699.55 |
| | 04/01/2015 | 89A | 4679.00 | 5813.00 |

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| 4107 PLANNER, BEACHES & HARBORS | CURRENT | 94K | 5479.27 | 6806.73 |
| | 10/01/2013 | 95G | 5588.36 | 6942.55 |
| | 10/01/2014 | 96D | 5699.55 | 7080.64 |
| | 04/01/2015 | 97A | 5813.00 | 7221.00 |
| 4473 PLANNING AID III | CURRENT | 78C | 3495.27 | 4334.64 |
| | 10/01/2013 | 78L | 3564.36 | 4421.18 |
| | 10/01/2014 | 79H | 3634.09 | 4509.64 |
| | 04/01/2015 | 80E | 3705.73 | 4599.45 |
| 3671 PRINCIPAL CIVIL ENGINEERING TECH | CURRENT | 92C | 5101.45 | 6337.45 |
| | 10/01/2013 | 92L | 5203.27 | 6463.27 |
| | 10/01/2014 | 93H | 5307.00 | 6592.27 |
| | 04/01/2015 | 94E | 5412.45 | 6723.55 |
| 4104 PRINCIPAL FACILITIES PLANNING ASST | CURRENT | 92K | 5190.55 | 6447.55 |
| | 10/01/2013 | 93G | 5294.00 | 6576.09 |
| | 10/01/2014 | 94D | 5399.09 | 6706.91 |
| | 04/01/2015 | 95A | 5506.00 | 6840.00 |
| 3691 PRINCIPAL HIGHWAY TECHNICIAN | CURRENT | 92C | 5101.45 | 6337.45 |
| | 10/01/2013 | 92L | 5203.27 | 6463.27 |
| | 10/01/2014 | 93H | 5307.00 | 6592.27 |
| | 04/01/2015 | 94E | 5412.45 | 6723.55 |
| 4435 PRINCIPAL REGIONAL PLANNING ASST | CURRENT | 95C | 5533.45 | 6874.18 |
| | 10/01/2013 | 98A | 5973.00 | 7420.00 |
| | 10/01/2014 | 98J | 6092.27 | 7568.36 |
| | 04/01/2015 | 99F | 6213.82 | 7719.45 |
| 3628 PRINCIPAL SURVEY-MAPPING TECHNICIAN | CURRENT | 92C | 5101.45 | 6337.45 |
| | 10/01/2013 | 92L | 5203.27 | 6463.27 |
| | 10/01/2014 | 93H | 5307.00 | 6592.27 |
| | 04/01/2015 | 94E | 5412.45 | 6723.55 |
| 3568 RADIOLOGY EQUIPMENT SPECIALIST | CURRENT | 93B | 5229.00 | 6495.18 |
| | 10/01/2013 | 93K | 5333.00 | 6624.64 |
| | 10/01/2014 | 94G | 5439.18 | 6756.82 |
| | 04/01/2015 | 95D | 5547.18 | 6891.27 |
| 2057 REAL PROPERTY AGENT I | CURRENT | 84A | 4086.00 | 5076.00 |
| | 10/01/2013 | 84J | 4167.45 | 5177.82 |
| | 10/01/2014 | 85F | 4250.27 | 5281.00 |
| | 04/01/2015 | 86C | 4334.64 | 5385.73 |
| 2058 REAL PROPERTY AGENT II | CURRENT | 91A | 4940.00 | 6137.00 |
| | 10/01/2013 | 91J | 5038.91 | 6259.91 |
| | 10/01/2014 | 92F | 5139.64 | 6384.64 |
| | 04/01/2015 | 93C | 5242.00 | 6511.36 |
| 4439 REGIONAL PLANNER I | CURRENT | 99C | 6167.73 | 7662.18 |
| | 10/01/2013 | 99L | 6290.64 | 7814.91 |
| | 10/01/2014 | 100H | 6416.09 | 7970.82 |
| | 04/01/2015 | 101E | 6543.73 | 8129.36 |

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| 4440 REGIONAL PLANNER II | CURRENT | 101C | 6511.36 | 8089.18 |
| | 10/01/2013 | 104A | 7028.00 | 8731.00 |
| | 10/01/2014 | 104J | 7168.36 | 8905.55 |
| | 04/01/2015 | 105F | 7311.45 | 9083.27 |
| 4428 REGIONAL PLANNING ASSISTANT I | CURRENT | 83C | 3996.82 | 4964.73 |
| | 10/01/2013 | 86A | 4313.00 | 5359.00 |
| | 10/01/2014 | 86J | 4399.55 | 5465.91 |
| | 04/01/2015 | 87F | 4487.45 | 5574.64 |
| 4430 REGIONAL PLANNING ASSISTANT II | CURRENT | 89C | 4702.45 | 5842.09 |
| | 10/01/2013 | 92A | 5076.00 | 6306.00 |
| | 10/01/2014 | 92J | 5177.82 | 6431.82 |
| | 04/01/2015 | 93F | 5281.00 | 6559.91 |
| 3033 SAFETY ASSISTANT | CURRENT | 80L | 3760.82 | 4667.64 |
| | 10/01/2013 | 81H | 3834.91 | 4761.09 |
| | 10/01/2014 | 82E | 3910.18 | 4856.00 |
| | 04/01/2015 | 83B | 3986.91 | 4952.36 |
| 3034 SAFETY INSPECTOR | CURRENT | 86L | 4421.18 | 5492.64 |
| | 10/01/2013 | 87H | 4509.64 | 5602.09 |
| | 10/01/2014 | 88E | 4599.45 | 5713.73 |
| | 04/01/2015 | 89B | 4690.73 | 5827.55 |
| 3036 SAFETY OFFICER | CURRENT | 90D | 4844.00 | 6017.73 |
| | 10/01/2013 | 91A | 4940.00 | 6137.00 |
| | 10/01/2014 | 91J | 5038.91 | 6259.91 |
| | 04/01/2015 | 92F | 5139.64 | 6384.64 |
| 4175 SR BUILDING ENGINEERING INSPECTOR | CURRENT | 95L | 5643.27 | 7010.91 |
| | 10/01/2013 | 96H | 5756.27 | 7150.82 |
| | 10/01/2014 | 97E | 5871.18 | 7293.36 |
| | 04/01/2015 | 98B | 5987.91 | 7438.55 |
| 3660 SENIOR CIVIL ENGINEERING TECHNICIAN | CURRENT | 88C | 4576.73 | 5685.36 |
| | 10/01/2013 | 88L | 4667.64 | 5798.82 |
| | 10/01/2014 | 89H | 4761.09 | 5914.82 |
| | 04/01/2015 | 90E | 4856.00 | 6032.64 |
| 4197 SENIOR CONSTRUCTION INSPECTOR | CURRENT | 94E | 5412.45 | 6723.55 |
| | 10/01/2013 | 95B | 5519.73 | 6857.09 |
| | 10/01/2014 | 95K | 5629.55 | 6993.82 |
| | 04/01/2015 | 96G | 5742.09 | 7133.27 |
| 3687 SENIOR HIGHWAY TECHNICIAN | CURRENT | 88C | 4576.73 | 5685.36 |
| | 10/01/2013 | 88L | 4667.64 | 5798.82 |
| | 10/01/2014 | 89H | 4761.09 | 5914.82 |
| | 04/01/2015 | 90E | 4856.00 | 6032.64 |
| 4433 SENIOR LAND DIVISION SPECIALIST | CURRENT | 94G | 5439.18 | 6756.82 |
| | 10/01/2013 | 95D | 5547.18 | 6891.27 |
| | 10/01/2014 | 96A | 5657.00 | 7028.00 |
| | 04/01/2015 | 96J | 5770.45 | 7168.36 |

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| 3621 SENIOR SURVEY-MAPPING TECHNICIAN | CURRENT | | 88C | 4576.73 | 5685.36 |
| | 10/01/2013 | | 88L | 4667.64 | 5798.82 |
| | 10/01/2014 | | 89H | 4761.09 | 5914.82 |
| | 04/01/2015 | | 90E | 4856.00 | 6032.64 |
| 4215 SR WASTE CONTROL ENGINEERING INSP | CURRENT | | 94H | 5452.55 | 6773.45 |
| | 10/01/2013 | | 95E | 5560.91 | 6908.36 |
| | 10/01/2014 | | 96B | 5671.18 | 7045.55 |
| | 04/01/2015 | | 96K | 5784.64 | 7185.91 |
| 3887 SURVEY AID | CURRENT | | 77E | 3420.09 | 4239.82 |
| | 10/01/2013 | | 78B | 3486.64 | 4323.82 |
| | 10/01/2014 | | 78K | 3555.73 | 4410.36 |
| | 04/01/2015 | | 79G | 3625.36 | 4498.55 |
| 3619 SURVEY-MAPPING TECHNICIAN | CURRENT | | 86C | 4334.64 | 5385.73 |
| | 10/01/2013 | | 86L | 4421.18 | 5492.64 |
| | 10/01/2014 | | 87H | 4509.64 | 5602.09 |
| | 04/01/2015 | | 88E | 4599.45 | 5713.73 |
| 3889 SURVEY TECHNICIAN I | CURRENT | N2 | 89D | 4977.09 | 5856.64 |
| | 10/01/2013 | N2 | 90A | 5076.00 | 5973.00 |
| | 10/01/2014 | N2 | 90J | 5177.82 | 6092.27 |
| | 04/01/2015 | N2 | 91F | 5281.00 | 6213.82 |
| 3890 SURVEY TECHNICIAN II | CURRENT | N2 | 91D | 5255.00 | 6183.09 |
| | 10/01/2013 | N2 | 92A | 5359.00 | 6306.00 |
| | 10/01/2014 | N2 | 92J | 5465.91 | 6431.82 |
| | 04/01/2015 | N2 | 93F | 5574.64 | 6559.91 |
| 3721 TELEPHONE SERVICES ANALYST | CURRENT | | 89C | 4702.45 | 5842.09 |
| | 10/01/2013 | | 89L | 4796.27 | 5958.45 |
| | 10/01/2014 | | 90H | 4892.00 | 6077.36 |
| | 04/01/2015 | | 91E | 4989.45 | 6198.45 |
| 2465 TITLE EXAMINER I | CURRENT | N2 | 82H | 4157.27 | 4892.00 |
| | 10/01/2013 | N2 | 83E | 4239.82 | 4989.45 |
| | 10/01/2014 | N2 | 84B | 4323.82 | 5088.73 |
| | 04/01/2015 | N2 | 84K | 4410.36 | 5190.55 |
| 2468 TITLE EXAMINER II | CURRENT | N2 | 87A | 4679.00 | 5506.00 |
| | 10/01/2013 | N2 | 87J | 4772.82 | 5615.82 |
| | 10/01/2014 | N2 | 88F | 4868.00 | 5727.91 |
| | 04/01/2015 | N2 | 89C | 4964.73 | 5842.09 |
| 2472 TITLE INSTRUMENT SPECIALIST | CURRENT | | 94A | 5359.00 | 6657.00 |
| | 10/01/2013 | | 94J | 5465.91 | 6790.09 |
| | 10/01/2014 | | 95F | 5574.64 | 6925.45 |
| | 04/01/2015 | | 96C | 5685.36 | 7063.09 |
| 3681 TRAFFIC CHECKER | CURRENT | | 70A | 2808.00 | 3478.00 |
| | 10/01/2013 | | 70J | 2864.00 | 3547.09 |
| | 10/01/2014 | | 71F | 2920.00 | 3616.64 |
| | 04/01/2015 | | 72C | 2976.73 | 3687.36 |

| | | | | |
|--|------------|-----|---------|---------|
| 3715 TRANSIT ANALYST | CURRENT | 92C | 5101.45 | 6337.45 |
| | 10/01/2013 | 92L | 5203.27 | 6463.27 |
| | 10/01/2014 | 93H | 5307.00 | 6592.27 |
| | 04/01/2015 | 94E | 5412.45 | 6723.55 |
| 3917 VALUATION ENGINEER I | CURRENT | 92L | 5203.27 | 6463.27 |
| | 10/01/2013 | 93H | 5307.00 | 6592.27 |
| | 10/01/2014 | 94E | 5412.45 | 6723.55 |
| | 04/01/2015 | 95B | 5519.73 | 6857.09 |
| 3919 VALUATION ENGINEER II | CURRENT | 96L | 5798.82 | 7203.45 |
| | 10/01/2013 | 97H | 5914.82 | 7347.64 |
| | 10/01/2014 | 98E | 6032.64 | 7494.18 |
| | 04/01/2015 | 99B | 6152.36 | 7643.09 |
| 4213 WASTE CONTROL ENGINEERING INSPECTOR | CURRENT | 91H | 5026.55 | 6244.55 |
| | 10/01/2013 | 92E | 5126.91 | 6368.91 |
| | 10/01/2014 | 93B | 5229.00 | 6495.18 |
| | 04/01/2015 | 93K | 5333.00 | 6624.64 |
| 4211 WASTE CONTROL ENGRG INSP TRAINEE | CURRENT | 85H | 4271.18 | 5307.00 |
| | 10/01/2013 | 86E | 4356.27 | 5412.45 |
| | 10/01/2014 | 87B | 4443.09 | 5519.73 |
| | 04/01/2015 | 87K | 4531.82 | 5629.55 |

Section 2. Step Advances

- A. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

C. Grievances arising out of this section shall be processed as follows:

- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.
- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.

- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluation.

Section 3.

The parties having jointly reviewed and considered all available salary and wage information and data, agree that the recommended salaries set forth herein were negotiated in good faith and that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 9 EMPLOYEE PAYCHECK ERRORSA. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. Departmental Payroll Sections shall process such requested corrections to the Auditor-Controller within five (5) working days.
3. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
4. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.

2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller.

Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 10 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

A. Non-Exempt Employees

The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- B. An employee except for employees in Department of Health Services, may elect to accrue up to 30 hours of FLSA overtime worked to be used as compensatory time off in lieu of pay, at the rate of one and one-half (1 ½) hours for each hour of overtime worked.

An employee who wants to use his/her accumulated compensatory time must submit a written request ten working days in advance of the dates for which time off is desired. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of departmental management.

Management may direct an employee to use/his/her accumulated compensatory time provided the employee is given thirty calendar days' notice.

Employees may not accrue overtime hours which are worked during a Board of Supervisors, State, or Federally declared emergency and/or disaster periods, unless management approves the accrual of such overtime hours.

Section 2. Usage of Previously Earned Compensatory Time - Non-Exempt Employees

- A. Non-exempt employees, as defined by the Fair Labor Standards Act, who retain compensatory time off on the books earned prior to April 15, 1985 shall use such time until exhausted except that the employee shall not be directed by management to take compensatory time off without at least ten (10) business days prior notice or be denied a timely request to take such time off.

- B. Any compensatory time accumulated by employees prior to April 15, 1985 shall remain to the employees' credit until 12 months after the effective date of this Article or until it is taken off either at the employee's request or at the direction of management as provided in Paragraph "A" of this section, whichever is earlier. Time subject to be lost after the twelfth month following the effective date of this article will be paid to the employee at the straight time rate rather than lost.

Section 3. Work Week

For the purpose of computing overtime the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by management. For purposes of this article work week is distinguished from work schedules.

Section 4. Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 5. Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of Management to require any employee to perform overtime work, and it is

further agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

Section 6.

Notwithstanding any other provisions of this Memorandum of Understanding:

A. Between October 1, 1993, and June 30, 1994, only, all overtime shall be compensated with compensatory time off (CTO) as provided for in subparagraphs (1) - (4) below.

- (1) To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 240 hours or 480 hours for employees working an emergency response activity or a seasonal activity as defined by Fair Labor Standards Act regulations.
- (2) To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time CTO.
- (3) Such CTO either (a) may be taken off at the request of an employee subject to Management approval or (b) shall be maintained "on the books."

- (4) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.
- B. All overtime worked on or after July 1, 1994, shall be subject to the overtime provisions in effect on September 30, 1993.
- C. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.
- D. CTO accrued between October 1, 1993, and June 30, 1994, shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit Management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.
- E. From July 1, 1994, through June 30, 1995, the Board of Supervisors may pay for CTO accrued between October 1, 1993, and June 30, 1994, at the rate of pay then in effect for the employee.

Section 7.

1. Notwithstanding any other provision of the MOU for overtime worked by an employee during the fire emergencies declared by the Board of Supervisors in October and November 1993, and the Northridge Earthquake Emergency declared by the Board of Supervisors in January 1994 (the "Emergencies"), an employee subject to the MOU, shall receive overtime compensation as follows for overtime worked determined by the employee's department head to be due to an Emergency.
 - A. To the extent that such time would have qualified for time and one-half compensatory time off (CTO) under the provisions of the MOU, such overtime shall be paid at the rate of time and one-half, unless the employee opts to receive time and one-half CTO.
 - B. To the extent that such time would have qualified for straight time CTO under the provisions of the MOU, such overtime shall be paid at the straight time rate of pay, unless the employee opts to receive straight time CTO.
 - C. In the event an employee opts to receive CTO, at the employee's option, such CTO time may be used or converted to pay in accordance with the provisions of Section 9A.(3) and 9C of this Article.

- D. Nothing in this Section is intended to alter the definition of "overtime" as set forth elsewhere in the MOU, or the circumstances under which overtime compensation must be paid.
 - E. At the time the employee is asked to work the overtime, the employee shall be told by Management whether the overtime to be worked is related to an Emergency.
- 2. For purposes of this Section, the October and November 1993 fire emergencies began on October 26, 1993 and continued through November 30, 1993, and the Northridge earthquake emergency began on January 17, 1994, and will end June 30, 1994.
 - 3. It is the specific agreement of the parties that each and every other provision of this Memorandum of Understanding shall remain in full force and effect.

ARTICLE 11 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 12 GENERAL PROVISIONSSection 1. Literature

Management agrees to give to each new employee in the Unit a post card furnished by CAPE requesting that information about CAPE be sent to his/her home.

Section 2. Reimbursement - Required Books

Management agrees to reimburse an employee for the cost of required book(s) used under provisions of the Tuition Refund Program.

Section 3. Tuition Reimbursement Plan Substitution

Management agrees that, with approval of cognizant departmental management, individual participants and different courses may be substituted during the training year for the ones contained in a department's original approved tuition reimbursement plan, provided that such substitutions continue to support the objectives and goals of the Tuition Reimbursement Program.

DPW JLMC composed of DPW Director or designee, DPW Manager, 2 employee representatives and 1 CAPE staff member to investigate and identify by March 2010 the number of employees by program that the Department approved an entire degree program and who already started the program by June 2009, each employee's progress in the program and remaining courses to be completed as well as the cost of completion of the program.

Reopener will be in March 2010 and March 2011 regarding restoration and funding Tuition Reimbursement Program by Department.

ARTICLE 13 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have

been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his personnel file except as such may be part of an official permanent record. On the face of the sealed envelope it shall read, "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than two years prior removed from his/her personnel file except as such may be a part of an official permanent record.

Upon adoption of this Memorandum of Understanding by the Board of Supervisors, an employee in reviewing his/her personnel file may request and have any written reprimands issued more than two years prior removed from his/her personnel file, except as such may be a part of an official permanent record.

ARTICLE 14 BULLETIN BOARDS

Management will furnish CAPE bulletin boards or Arch-Files at all appropriate work locations which shall be used only for the following subjects:

- A. CAPE recreational, social and related news bulletins;
- B. Scheduled CAPE meetings;
- C. Information concerning CAPE elections or the results thereof;
- D. Reports of official business of CAPE including reports of committees or the Board of Directors; and
- E. Other material concerning CAPE business.

Prior to posting any material other than that listed under A, B, C, and D above, it shall be initialed by an authorized representative of both CAPE and the department head.

In cases where CAPE represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by CAPE at that work location.

ARTICLE 15 SAFETYSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. CAPE will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices and conditions in writing to their immediate supervisor and Departmental Safety Officer. The employee has the right to submit the matter in writing personally or through the area representative. The immediate supervisor and/or the Departmental Safety Officer will submit a written response to the employee.

On any matter that is not resolved by the immediate supervisor or the Departmental Safety Officer within a reasonable period of time, the area representative may confer with the Safety Officer who will respond in writing.

If the employee or the area representative is not satisfied with the response, a CAPE business representative may consult with the Chief of the Disability Benefits, Health and Safety Division of the Chief Executive Office or his/her designate. A representative of such Division shall investigate the matter and advise the department head and CAPE of his/her findings and recommendations, if any.

Management and CAPE mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 2. CAPE-Management Safety Committee - In the Department of Public Works

The parties agree that upon the Association's request to the Department's Director, there shall be created a CAPE-Management Safety Committee for that Department.

The CAPE-Management Safety Committee shall be comprised of two representatives designated by the Association, and two Management representatives designated by the Department's Director.

The Committee shall have regular meetings on a quarterly basis. Any member of the Committee may call additional special meetings of the Committee upon notifying the other Committee members one calendar week in advance.

The Committee shall have the authority to:

- (a) Develop its own internal procedures.
- (b) Meet on County time to review the Department's safety policies and procedures as well as to discuss incidents or situations involving the Department's employee(s)' health or safety and develop recommendations.

- (c) Make recommendations to the Department's Director on these matters.
- (d) Request the Department to conduct an investigation into incidents or situations involving the Department's employee(s)' health and safety.

ARTICLE 16 WORK SCHEDULES

Section 1. Change of Workweek or Shift

Management will not change the scheduled workweek or daily shift time without prior notice to CAPE and consultation with CAPE upon request. Any change of workweek or daily shift time shall require a prior written notice of ten (10) working days to the concerned employee.

Nothing herein shall limit the authority of the department or district head to make assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 2. Hours of Work

The department's signatory to this Memorandum of Understanding, agree to meet and consult, upon request, with CAPE representatives, at least once annually, regarding alternate work schedules.

Section 3. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

ARTICLE 17 AFFIRMATIVE ACTION

The County's principal authorized agent or his/her authorized representative, shall, upon request, meet annually during the term of this agreement with a representative of CAPE to discuss goals and objectives of affirmative action programs as submitted to the Office of Affirmative Action Compliance.

ARTICLE 18 GRIEVANCE PROCEDURE

Section 1. Definition

"Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

Section 2. Responsibilities

1. CAPE will encourage an employee to discuss his/her complaint with his/her immediate supervisor in a sincere effort to resolve the complaint without the need to file a formal written grievance.
2. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time in a sincere effort to resolve the complaint.
3. CAPE and the departmental management will, upon request, advise the employee and his/her supervisor of the necessary information to process the grievance in compliance with the grievance procedure.

4. CAPE agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

Section 3. Waivers and Time Limits

1. Failure of Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement and approval of the County's "authorized agent," the grievance may revert to a prior level for reconsideration.

Section 4. General Rights and Restrictions

1. An employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings.

2. An employee may present his/her grievance to Management on County time, Provided that he/she accomplishes all phases of preparation and presentation in a reasonable and expeditious manner. In scheduling the time, place and duration of any grievance meeting, both employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management-imposed limitations in scheduling meetings.

3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting.

4. If an employee requests to be represented by CAPE, only authorized CAPE staff representatives as specified in Article 24, Work Access, may represent him/her in formal grievance meetings.

5. Management shall notify CAPE of any formal grievance involving the terms and conditions of this Memorandum of Understanding.
6. A CAPE representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this Memorandum of Understanding.

Section 5. Procedure

1. Informal Complaint

- A. Within five (5) business days from the occurrence of the matter on which the complaint is based or within five (5) business days from his/her knowledge of such occurrence, an employee may discuss his/her complaint in a meeting with his/her immediate supervisor.
- B. Within seven (7) business days from the day of discussion with the employee, the immediate supervisor, or in his/her absence, his/her authorized representative shall orally reply to the employee's complaint.

2. Formal Complaint - Step 1, Immediate Supervisor

- A. Within ten (10) business days of receipt of the answer from the immediate supervisor in an informal complaint, or within ten (10) business days from the occurrence of the matter on which a complaint is based or within ten

(10) business days of his knowledge of such an occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor or his/her authorized representative shall give his/her decision in writing to the employee on the original copy of the grievance.

3. Formal Complaint - Step 2, Middle Management

- A. Within ten (10) business days from his/her receipt of the decision at Step 1, the employee may appeal to middle management. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by his/her immediate supervisor, shall be submitted.
- B. Within ten (10) business days from receipt of the grievance, the middle manager shall meet with the employee and give his/her answer in writing. The employee may be accompanied by his/her designated representative at such a meeting.

4. Formal Complaint - Step 3, Department Head

- A. Within ten (10) business days from his/her receipt of the decision at Step 2, the employee may appeal to the department head. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by the middle manager, shall be submitted.
- B. Within ten (10) business days from the receipt of the employee's grievance, the department head or his/her designated representative who has not been involved in the grievance in prior steps shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

On matters that do not concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head shall be final as to disposition of matters within his/her authority.

Section 6. Arbitration

- 1. Within thirty (30) days from the receipt of the written decision of the department head, or his/her designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;
 - B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to or request review by said Civil Service Commission including, but not limited to discharges, reductions, and discrimination, nor
 - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office or any other County department, agency or commission unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations

in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall, within the time requirements set forth above, send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County department head or officer affected, which written request shall:
- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
 - B. Request that said Employee Relations Commission, pursuant to its applicable rules and regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance provided for herein.
4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been

satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.
6. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the

County. If, within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Purpose

Implementation

Term

Renegotiation

Discrimination

Safety and Health

Payroll Deduction and Dues

Authorized Agents

Provisions of Law

Notice of Layoff

Personnel Files

Section 7. Attendance at Grievance Hearings

A CAPE representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

Section 8. Grievance Mediation

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 18, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 18, Section 6, can be submitted to grievance mediation. Both CAPE and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or CAPE may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, CAPE, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 19 GRIEVANCE GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between CAPE and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agree upon:

- A. Within ten (10) business days from the occurrence of the matter, or within ten (10) business days from it's knowledge of such an occurrence, where either CAPE or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this MOU, such party may request in writing that a meeting be held with the authorized representatives of the other party who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, the initiating party shall have the right to meet with the principal representative(s) of the other party who have authority to resolve the matter. For purposes of this provision, Management's principal representative

shall mean its Chief Executive Officer or his authorized representative, and any other County department head or his authorized representative, who has authority to resolve this matter.

- C. Within thirty (30) business days after the meeting provided in B above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 6 of Article 18, the disagreement may be submitted to arbitration in accordance with the provision of Section 6, Article 18 of this MOU.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 18 of this MOU. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this MOU affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of the individual employees. Significantly large number of employees in the unit is defined as (a) a majority of the employees in the Unit; (b) all the employees within a department in the Unit, or (c) all the employees within a readily identifiable occupation, such as a Truck Driver and Stenographer.

ARTICLE 20 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 18, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of

the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination, nor

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made; 2) there will be no representation by outside counsel; and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within 10 working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the

Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 21 EMPLOYEE REPRESENTATIVES

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of employee representatives agreed upon by CAPE and each department. CAPE shall give each department and the Chief Executive Office a written list of the names of employees selected as employee representatives which list shall be kept current by CAPE and only employees designated as authorized employee representatives will be recognized by the County.

CAPE agrees that whatever investigation or the processing of a formal grievance is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Employee representatives desiring to leave their work location to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering other work locations, the employee representative shall inform the supervisor of the nature of his business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the employee representative will be informed when the employee will be made available. The employee representative shall perform the aforementioned duties without loss of pay.

ARTICLE 22 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused, or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 23 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class.

This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or union's written request for relief either:

appoint the employee according to Civil Service Rules; if the person is appointed within 30 calendar days from the date of request for relief, no bonus under this Article is paid;

return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this Article is to be paid, or

pay the employee the bonus. The bonus is paid from the date of request for relief and terminates when the conditions of this Article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full-time basis.

- B. It is the intent of management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this Article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classification work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.
- C. It is agreed that the provisions of this Article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 24 PAYROLL DEDUCTION AND DUES

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1 to September 30, 2015, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information:

Employee name, employee number, job classification, department name and name of Union from which dues deduction are to be cancelled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within 10 business days after the close of the withdrawal period.

Section 3. Agency Election

If at any time during the term of this MOU, thirty (30), percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of the MOU to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee arrangement as provided by in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The Union shall pay for the cost of the election.

If a majority of the employees in the Bargaining Unit, who casts ballots, vote in favor of an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately thereafter, the Union, through the Employee Relations Commission shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the Union a service fee as provided in G.C. 3502.5(a).

If the majority of employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4 Agency Shop

If a majority of those employees voting, vote in favor of an agency shop, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)3 of the Internal Revenue Service Code for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.

B. Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the

Union. Such employee shall, in lieu of periodic dues or Fair share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be collected through payroll deduction and remitted to the union. The union shall forward such funds to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit.

D. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this agreement.

E. Union Responsibilities- Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided in Chicago Teachers Union,

Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-members agency fee payers in each year that the agency shop agreement is in effect.

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union and departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County-Auditor shall commence and continue a payroll deduction of an Agency Shop Fee from the regular pay warrants of such employee.

The effective date of deducting Union dues, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. Employee Lists

The Auditor-Controller will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, classification, title, item number, item sub, item step salary rate, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. The employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller.

H. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 25 ASSOCIATION RIGHTSSection 1. Work Access

Authorized CAPE representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions. A CAPE representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the department head's authorization at least two (2) hours before the intended visit unless the parties mutually agree to waive notice.

CAPE shall give the department or district head affected a written list of all authorized representatives which list shall be kept current by the Association. Access to work locations will only be granted to representatives on the current list.

Section 2. Distribution of Materials

Management shall provide to each new employee entering the Unit a packet of information supplied by CAPE explaining to the employee both his/her rights under the Employee Relations ordinance and the status of CAPE as the certified majority representative for this Unit, as well as material related to the services and employee benefits programs offered by CAPE. Four times a year, Cape may request from the department, a list of new employees entering the Unit by name, classification, salary, and pay location.

Section 3. Employee List

Within 90 days of the effective date of this Memorandum of Understanding and at the request of CAPE, the County shall provide CAPE with a list of the names, employee numbers, item numbers, item titles, and department numbers of all employees in the Bargaining Unit. Every reasonable effort shall be made to provide the list in the format specified by CAPE. CAPE may request an employee list up to four times a year. An updated employee list will be provided at no charge during each year of the term of this agreement. CAPE shall pay the county \$100.00 for each additional list that it receives.

ARTICLE 26 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither CAPE nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 27 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any matter covered herein during the term of this Memorandum of Understanding.
- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.
- D. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 28 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Agreement:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: Kenneth Hahn Hall of Admin. 500 W. Temple St. Rm. 713, Los Angeles, California 90012; Telephone: 974-1101), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
- B. CAPE'S principal authorized agent shall be the CAPE Board of Directors or their duly authorized representative (Address: 1910 West Sunset Boulevard, Suite 600, Los Angeles, California 90026; Telephone: (213) 484-0400).

ARTICLE 29 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws and regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or County laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 30 EMPLOYEE RIGHTS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

Upon the request of CAPE the committee shall meet for the purpose of reviewing contracting services which are also performed by permanent employees whose classifications are contained in this unit. The County shall timely respond to information requests from CAPE addressing the subject matter of this committee. This Committee shall be comprised of the DPW Director or Deputy Director responsible for overseeing contracting services, CEO representatives and CAPE representatives. The sunset date of this Committee shall be September 30, 2015, or earlier by mutual agreement of both parties.

ARTICLE 31 NOTICE OF LAYOFFSection 1 Board Policy on Work Force Reductions

It is the intent of the parties during the term of this MOU to comply with the June 21 and April 4, 1995 Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000et seq. who perform functions comparable to County Positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County Employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and

enhance the County's ongoing efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 32 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided however, that the exercise of such right does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 33 INVOLUNTARY TRANSFERS

Upon the involuntary transfer of an employee in this Unit and said employee filing a grievance thereon, the employee or CAPE may unilaterally waive the first and second levels of the grievance procedure and file his/her grievance at the third level.

ARTICLE 34 POSITION CLASSIFICATION STUDYSection 1. Definition of Authority

For the purpose of this Article, a classification study is a study by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this Article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing through the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which has the responsibility to process classification studies.

Section 4. Acknowledgment and Follow-up Reports

Management agrees that all employee-initiated classification studies shall be promptly acknowledged. It is further agreed that, if within 90 days no action has been taken on an employee-initiated study, the Department's Personnel Office shall upon request provide a progress report to the employee and/or to CAPE.

ARTICLE 35 CHANGE OF WORK ASSIGNMENT

During the period January 1 through January 31, a permanent, full-time employee in the Bargaining Unit assigned to the Department of Public Works who received at least a competent rating on his/her last performance evaluation, who desires to be assigned to a different work assignment within the Department of Public Works, may submit a written request for a change of work assignment to the Department's personnel office.

Requests for a change of work assignment shall be valid for one year from date of filing and must be renewed annually if the employee still desires to be considered for a change of work assignment. Beginning February, during the term of this agreement, Public Works management will review requests on file as vacancies occur and make an effort to assign those employees with requests on file to different work assignments within Public Works based on the desire of employees, the employees' qualifications, the availability of vacant assignments within their respective classifications, and the operational needs of the department.

ARTICLE 36 **EMPLOYEE LISTS**

The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, classification title, item number, item sub, item step salary rate, work location, latest hire date, and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Agreement. This employee lists provided to CAPE at a cost to be determined by the Auditor-Controller.

ARTICLE 37 JOINT LABOR-MANAGEMENT COMMITTEESection 1. Purpose

Management and Labor may institute discussion of issues at the department level that are of mutual concern including but not limited to:

- A. Workload/Staffing
- B. Recruitment/Retention
- C. Tuition reimbursement
- D. Hazard Pay
- E. Mentoring

Section 2. Procedures

- A. Provide an agenda at least two weeks (ten business days) in advance of meeting.
- B. The agenda shall contain no more than three (3) items for discussion.
- C. A reasonable number of representatives with direct knowledge of agenda items may attend Labor Management Committee, absent operational impact.
- D. Management shall respond within 90 days with its position upon receiving CAPE's recommendation on a subject discussed by the Committee.

- E. If the meeting must be postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

CALIFORNIA ASSOCIATION OF
PROFESSIONAL EMPLOYEES,
M.E.B.A., AFL-CIO

By 

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 
William T. Fujioka
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISING ENGINEERING TECHNICIANS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 17th day of
December, 2013;

BY AND BETWEEN

Authorized Management Representatives
hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

California Association of Professional Employees,
M.E.B.A., AFL-CIO (hereinafter referred to as
"CAPE")

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, CAPE was certified on December 10, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-29-69) as the majority representative of County employees in the Professional Engineers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes CAPE as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in the classifications identified in Article 8 of this Memorandum of Understanding.

The County agrees not to meet and confer with another employee organization with the intent of reaching an agreement to modify any understanding included in the negotiated agreement between CAPE and the County.

ARTICLE 2 EXCLUSIVITY

Management agrees to recognize CAPE as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and CAPE has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 TERM

The provisions of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as defined in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 15, 2015, through May 31, 2015, its written request to commence negotiations, as well as its full and entire written proposals for such successor Memorandum of Understanding. Upon receipt of such written notice and proposals, negotiations shall begin no later than June 15, 2015. An impasse concerning the matters under negotiation shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 15, 2015, unless the parties mutually agree to continue negotiations.

ARTICLE 6 DISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, or handicapped status.

ARTICLE 7 SPECIAL PAY PRACTICESSection 1. Call Back

Whenever an employee is unexpectedly ordered by his/her Department head or designated Management representative to return to work following the termination of his/her normal work shift or normal workweek and departure from his/her work location, the employee shall receive a minimum payment of four hours' pay at the rate of time and one-half. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 10, Overtime.

If an employee shall complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 2. Extra Trip Mileage

A mileage permittee may be paid "extra trip mileage," as defined in Section 5.40.230 of the Los Angeles County Code, provided he/she is required to make field calls in the performance of "extra trip mileage" duties.

In "extra trip" instances, mileage will be allowed from home to all points of contact and return home.

No reimbursement is allowable to any employee, regardless of circumstances, between home and headquarters and return home.

Section 3. Hazard Pay

Management agrees to pay to \$.50 per hour for those classes in this Unit presently receiving hazard pay.

Such hazard pay shall be limited to those CAPE classes currently receiving hazard pay under the terms and conditions of the Los Angeles County Code.

Section 4. Supervisor-Subordinate Pay

The Chief Executive Office shall authorize compensation for a supervisor at a rate of \$1.00 per month more than the base rate of his/her highest paid subordinate when the qualifying conditions are met as provided in Section 6.10.070 of the Los Angeles County Code.

Section 5. Shift Differential

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in Section 6.10.020 of the Los Angeles County Code shall receive a per hour bonus of sixty cents (\$.60) for each hour worked during said shifts.

Section 6. Standby Pay

All employees in the Unit who are assigned regularly scheduled periods of authorized standby service during off-duty hours shall be paid additional compensation at the rate of fifty cents (\$.50) per hour for each hour of such standby service not to exceed one hundred dollars (\$100.00) a month. Employees residing at their work site are excluded from this provision.

No additional compensation for standby status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Section 7. Assignment of Additional Responsibilities

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representative and the Chief Executive Office.

The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If the employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, upon his/her request he/she shall be returned to an assignment in his/her own classification until notified of the CEO's approval in writing. To qualify for this additional compensation a full-time permanent employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules; or
2. Perform all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules, unless the difference between the employee's class and the higher level class is less than two

standard salary schedules. In this case, the bonus shall be the difference between the two classes.

The bonus provision of paragraph 2 above does not apply to employees on short term higher level assignments of two weeks or less.

The additional compensation shall begin on the first day the additional responsibilities are assigned by management and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus.

In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 23, Out-of-Class Assignments for the same assignment. The additional compensation provided in this Section shall not constitute a base rate.

ARTICLE 8SALARIESSection 1.Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated:

| ITEM NO | ITEM CLASSIFICATION | EFFECTIVE DATE | NOTE SCH | MINIMUM RATE | MAXIMUM RATE |
|---------|------------------------------------|----------------|----------|--------------|--------------|
| 4179 | BUILDING INSPECTOR IV | CURRENT | 98L | 6122.09 | 7605.45 |
| | | 10/01/2013 | 99H | 6244.55 | 7757.64 |
| | | 10/01/2014 | 100E | 6368.91 | 7912.18 |
| | | 04/01/2015 | 101B | 6495.18 | 8069.09 |
| 4185 | BUILDING REHABILITATION SUPERVISOR | CURRENT | 103K | 6993.82 | 8688.45 |
| | | 10/01/2013 | 104G | 7133.27 | 8861.91 |
| | | 10/01/2014 | 105D | 7275.27 | 9038.36 |
| | | 04/01/2015 | 106A | 7420.00 | 9218.00 |
| 4114 | CHIEF, PROPERTY PLANNING, ISD | CURRENT | 101C | 6511.36 | 8089.18 |
| | | 10/01/2013 | 101L | 6640.82 | 8249.91 |
| | | 10/01/2014 | 102H | 6773.45 | 8414.45 |
| | | 04/01/2015 | 103E | 6908.36 | 8582.09 |
| 5909 | CONSTRUCTION SUPERINTENDENT | CURRENT | 100B | 6321.73 | 7853.55 |
| | | 10/01/2013 | 100K | 6447.55 | 8009.91 |
| | | 10/01/2014 | 101G | 6576.09 | 8169.55 |
| | | 04/01/2015 | 102D | 6706.91 | 8331.91 |
| 4183 | DISTRICT BLDG & SAFETY ENGRG ASSOC | CURRENT | 99K | 6275.27 | 7795.82 |
| | | 10/01/2013 | 100G | 6400.36 | 7951.27 |
| | | 10/01/2014 | 101D | 6527.55 | 8109.27 |
| | | 04/01/2015 | 102A | 6657.00 | 8270.00 |
| 3907 | FIELD ENGINEER | CURRENT | 103D | 6891.27 | 8560.82 |
| | | 10/01/2013 | 104A | 7028.00 | 8731.00 |
| | | 10/01/2014 | 104J | 7168.36 | 8905.55 |
| | | 04/01/2015 | 105F | 7311.45 | 9083.27 |
| 4180 | HEAD BUILDING INSPECTOR | CURRENT | 102L | 6823.36 | 8476.36 |
| | | 10/01/2013 | 103H | 6959.64 | 8645.91 |
| | | 10/01/2014 | 104E | 7098.18 | 8818.27 |
| | | 04/01/2015 | 105B | 7239.09 | 8993.45 |
| 4199 | HEAD CONSTRUCTION INSPECTOR | CURRENT | 98E | 6032.64 | 7494.18 |
| | | 10/01/2013 | 99B | 6152.36 | 7643.09 |
| | | 10/01/2014 | 99K | 6275.27 | 7795.82 |
| | | 04/01/2015 | 100G | 6400.36 | 7951.27 |
| 5913 | HEAD CONSTRUCTION SUPERINTENDENT | CURRENT | 104B | 7045.55 | 8752.82 |
| | | 10/01/2013 | 104K | 7185.91 | 8927.36 |
| | | 10/01/2014 | 105G | 7329.55 | 9105.73 |
| | | 04/01/2015 | 106D | 7475.64 | 9287.00 |
| 4103 | PARK PLANNER | CURRENT | 92K | 5190.55 | 6447.55 |
| | | 10/01/2013 | 93G | 5294.00 | 6576.09 |
| | | 10/01/2014 | 94D | 5399.09 | 6706.91 |
| | | 04/01/2015 | 95A | 5506.00 | 6840.00 |
| 4105 | PARK PROJECT COORDINATOR | CURRENT | 92K | 5190.55 | 6447.55 |
| | | 10/01/2013 | 93G | 5294.00 | 6576.09 |
| | | 10/01/2014 | 94D | 5399.09 | 6706.91 |
| | | 04/01/2015 | 95A | 5506.00 | 6840.00 |

| | | | | |
|---|------------|------|---------|---------|
| 4132 PRINCIPAL FACILITIES PROJECT MGR | CURRENT | 106B | 7438.55 | 9241.00 |
| | 10/01/2013 | 106K | 7586.91 | 9425.00 |
| | 10/01/2014 | 107G | 7738.55 | 9612.82 |
| | 04/01/2015 | 108D | 7892.64 | 9804.09 |
| 2061 PRINCIPAL REAL PROPERTY AGENT | CURRENT | 102A | 6657.00 | 8270.00 |
| | 10/01/2013 | 102J | 6790.09 | 8435.09 |
| | 10/01/2014 | 103F | 6925.45 | 8603.36 |
| | 04/01/2015 | 104C | 7063.09 | 8774.64 |
| 3743 REGIONAL SEWER MAINTENANCE SUPT | CURRENT | 100B | 6321.73 | 7853.55 |
| | 10/01/2013 | 100K | 6447.55 | 8009.91 |
| | 10/01/2014 | 101G | 6576.09 | 8169.55 |
| | 04/01/2015 | 102D | 6706.91 | 8331.91 |
| 5950 ROAD MAINTENANCE SUPERINTENDENT | CURRENT | 100B | 6321.73 | 7853.55 |
| | 10/01/2013 | 100K | 6447.55 | 8009.91 |
| | 10/01/2014 | 101G | 6576.09 | 8169.55 |
| | 04/01/2015 | 102D | 6706.91 | 8331.91 |
| 5948 ROAD MAINTENANCE SUPERVISOR | CURRENT | 93B | 5229.00 | 6495.18 |
| | 10/01/2013 | 93K | 5333.00 | 6624.64 |
| | 10/01/2014 | 94G | 5439.18 | 6756.82 |
| | 04/01/2015 | 95D | 5547.18 | 6891.27 |
| 2059 SENIOR REAL PROPERTY AGENT | CURRENT | 96A | 5657.00 | 7028.00 |
| | 10/01/2013 | 96J | 5770.45 | 7168.36 |
| | 10/01/2014 | 97F | 5885.73 | 7311.45 |
| | 04/01/2015 | 98C | 6002.82 | 7457.09 |
| 4431 SENIOR REGIONAL PLANNING ASSISTANT | CURRENT | 91C | 4964.73 | 6167.73 |
| | 10/01/2013 | 94A | 5359.00 | 6657.00 |
| | 10/01/2014 | 94J | 5465.91 | 6790.09 |
| | 04/01/2015 | 95F | 5574.64 | 6925.45 |
| 3682 SENIOR TRAFFIC CHECKER | CURRENT | 75A | 3210.00 | 3977.00 |
| | 10/01/2013 | 75J | 3273.27 | 4056.27 |
| | 10/01/2014 | 76F | 3337.91 | 4136.91 |
| | 04/01/2015 | 77C | 3403.55 | 4218.91 |
| 4187 SUPVG BUILDING & SAFETY ENGRG SPEC | CURRENT | 103K | 6993.82 | 8688.45 |
| | 10/01/2013 | 104G | 7133.27 | 8861.91 |
| | 10/01/2014 | 105D | 7275.27 | 9038.36 |
| | 04/01/2015 | 106A | 7420.00 | 9218.00 |
| 3634 SUPERVISING CADASTRAL ENGINEER I | CURRENT | 96G | 5742.09 | 7133.27 |
| | 10/01/2013 | 97D | 5856.64 | 7275.27 |
| | 10/01/2014 | 98A | 5973.00 | 7420.00 |
| | 04/01/2015 | 98J | 6092.27 | 7568.36 |
| 3637 SUPERVISING CADASTRAL ENGINEER II | CURRENT | 100G | 6400.36 | 7951.27 |
| | 10/01/2013 | 101D | 6527.55 | 8109.27 |
| | 10/01/2014 | 102A | 6657.00 | 8270.00 |
| | 04/01/2015 | 102J | 6790.09 | 8435.09 |
| 3638 SUPERVISING CADASTRAL ENGINEER III | CURRENT | 104C | 7063.09 | 8774.64 |
| | 10/01/2013 | 104L | 7203.45 | 8949.18 |
| | 10/01/2014 | 105H | 7347.64 | 9128.18 |
| | 04/01/2015 | 106E | 7494.18 | 9310.00 |
| 3673 SUPVG CIVIL ENGINEERING TECHNICIAN | CURRENT | 92C | 5101.45 | 6337.45 |
| | 10/01/2013 | 92L | 5203.27 | 6463.27 |
| | 10/01/2014 | 93H | 5307.00 | 6592.27 |
| | 04/01/2015 | 94E | 5412.45 | 6723.55 |
| 3860 SUPVG ENGINEERING TESTING TECH I | CURRENT | 86L | 4421.18 | 5492.64 |
| | 10/01/2013 | 87H | 4509.64 | 5602.09 |
| | 10/01/2014 | 88E | 4599.45 | 5713.73 |
| | 04/01/2015 | 89B | 4690.73 | 5827.55 |

| | | | | |
|--|------------|------|---------|---------|
| 3863 SUPVG ENGINEERING TESTING TECH II | CURRENT | 90L | 4928.00 | 6122.09 |
| | 10/01/2013 | 91H | 5026.55 | 6244.55 |
| | 10/01/2014 | 92E | 5126.91 | 6368.91 |
| | 04/01/2015 | 93B | 5229.00 | 6495.18 |
| 3705 SUPVG HIGHWAY ENGRG SPECIALIST I | CURRENT | 96G | 5742.09 | 7133.27 |
| | 10/01/2013 | 97D | 5856.64 | 7275.27 |
| | 10/01/2014 | 98A | 5973.00 | 7420.00 |
| | 04/01/2015 | 98J | 6092.27 | 7568.36 |
| 3712 SUPVG HIGHWAY ENGRG SPECIALIST II | CURRENT | 100G | 6400.36 | 7951.27 |
| | 10/01/2013 | 101D | 6527.55 | 8109.27 |
| | 10/01/2014 | 102A | 6657.00 | 8270.00 |
| | 04/01/2015 | 102J | 6790.09 | 8435.09 |
| 4441 SUPERVISING REGIONAL PLANNER | CURRENT | 101C | 6511.36 | 8089.18 |
| | 10/01/2013 | 104A | 7028.00 | 8731.00 |
| | 10/01/2014 | 104J | 7168.36 | 8905.55 |
| | 04/01/2015 | 105F | 7311.45 | 9083.27 |
| 3631 SUPVG SURVEY-MAPPING TECHNICIAN | CURRENT | 92C | 5101.45 | 6337.45 |
| | 10/01/2013 | 92L | 5203.27 | 6463.27 |
| | 10/01/2014 | 93H | 5307.00 | 6592.27 |
| | 04/01/2015 | 94E | 5412.45 | 6723.55 |
| 2471 SUPERVISING TITLE EXAMINER I | CURRENT | 91A | 4940.00 | 6137.00 |
| | 10/01/2013 | 91J | 5038.91 | 6259.91 |
| | 10/01/2014 | 92F | 5139.64 | 6384.64 |
| | 04/01/2015 | 93C | 5242.00 | 6511.36 |
| 2474 SUPERVISING TITLE EXAMINER II | CURRENT | 96A | 5657.00 | 7028.00 |
| | 10/01/2013 | 96J | 5770.45 | 7168.36 |
| | 10/01/2014 | 97F | 5885.73 | 7311.45 |
| | 04/01/2015 | 98C | 6002.82 | 7457.09 |
| 2476 SUPERVISING TITLE EXAMINER III | CURRENT | 100A | 6306.00 | 7834.00 |
| | 10/01/2013 | 100J | 6431.82 | 7990.36 |
| | 10/01/2014 | 101F | 6559.91 | 8149.45 |
| | 04/01/2015 | 102C | 6690.27 | 8311.27 |
| 3921 SUPERVISING VALUATION ENGINEER I | CURRENT | 100L | 6463.27 | 8029.45 |
| | 10/01/2013 | 101H | 6592.27 | 8189.64 |
| | 10/01/2014 | 102E | 6723.55 | 8352.55 |
| | 04/01/2015 | 103B | 6857.09 | 8518.27 |
| 3923 SUPERVISING VALUATION ENGINEER II | CURRENT | 104B | 7045.55 | 8752.82 |
| | 10/01/2013 | 104K | 7185.91 | 8927.36 |
| | 10/01/2014 | 105G | 7329.55 | 9105.73 |
| | 04/01/2015 | 106D | 7475.64 | 9287.00 |
| 4217 SUPVG WASTE CONTROL ENGRG INSP I | CURRENT | 97H | 5914.82 | 7347.64 |
| | 10/01/2013 | 98E | 6032.64 | 7494.18 |
| | 10/01/2014 | 99B | 6152.36 | 7643.09 |
| | 04/01/2015 | 99K | 6275.27 | 7795.82 |
| 4219 SUPVG WASTE CONTROL ENGRG INSP II | CURRENT | 100H | 6416.09 | 7970.82 |
| | 10/01/2013 | 101E | 6543.73 | 8129.36 |
| | 10/01/2014 | 102B | 6673.64 | 8290.64 |
| | 04/01/2015 | 102K | 6806.73 | 8455.73 |
| 4203 SUPERVISOR, CONTRACT CONSTRUCTION | CURRENT | 101H | 6592.27 | 8189.64 |
| | 10/01/2013 | 102E | 6723.55 | 8352.55 |
| | 10/01/2014 | 103B | 6857.09 | 8518.27 |
| | 04/01/2015 | 103K | 6993.82 | 8688.45 |
| 3893 SURVEY PARTY CHIEF I | CURRENT | 94G | 5439.18 | 6756.82 |
| | 10/01/2013 | 95D | 5547.18 | 6891.27 |
| | 10/01/2014 | 96A | 5657.00 | 7028.00 |
| | 04/01/2015 | 96J | 5770.45 | 7168.36 |

| | | | | |
|---|------------|------|---------|---------|
| 3895 SURVEY PARTY CHIEF II | CURRENT | 96G | 5742.09 | 7133.27 |
| | 10/01/2013 | 97D | 5856.64 | 7275.27 |
| | 10/01/2014 | 98A | 5973.00 | 7420.00 |
| | 04/01/2015 | 98J | 6092.27 | 7568.36 |
| 3901 SURVEY SUPERVISOR I, FLOOD CONTROL | CURRENT | 98L | 6122.09 | 7605.45 |
| | 10/01/2013 | 99H | 6244.55 | 7757.64 |
| | 10/01/2014 | 100E | 6368.91 | 7912.18 |
| | 04/01/2015 | 101B | 6495.18 | 8069.09 |

Section 2. Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.
 - (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application

of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluation.

Section 3.

The parties having jointly reviewed and considered all available salary and wage information and data, agree that the recommended salaries set forth herein were negotiated in good faith and that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 9 EMPLOYEE PAYCHECK ERRORSA. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. Departmental Payroll Sections shall process such requested corrections to the Auditor-Controller within five (5) working days.
3. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
4. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller.

Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 10 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

A. Non-Exempt Employees

The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- B. An employee except for employees in Department of Health Services, may elect to accrue up to 30 hours of FLSA overtime worked to be used as compensatory time off in lieu of pay, at the rate of one and one-half (1 ½) hours for each hour of overtime worked.

An employee who wants to use his/her accumulated compensatory time must submit a written request ten working days in advance of the dates for which time off is desired. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of departmental management.

Management may direct an employee to use/his/her accumulated compensatory time provided the employee is given thirty calendar days notice.

Employees may not accrue overtime hours which are worked during a Board of Supervisors, State, or Federally declared emergency and/or disaster periods, unless management approves the accrual of such overtime hours.

Section 2. Usage of Previously Earned Compensatory Time - Non-Exempt Employees

- A. Non-exempt employees, as defined by the Fair Labor Standards Act, who retain compensatory time off on the books earned prior to April 15, 1985 shall use such time until exhausted except that the employee shall not be directed by management to take compensatory time off without at least ten (10) business days prior notice or be denied a timely request to take such time off.

- B. Any compensatory time accumulated by employees prior to April 15, 1985 shall remain to the employees' credit until 12 months after the effective date of this Article or until it is taken off either at the employee's request or at the direction of

management as provided in Paragraph "A" of this section, whichever is earlier. Time subject to be lost after the twelfth month following the effective date of this article will be paid to the employee at the straight time rate rather than lost.

Section 3. Work Week

For the purpose of computing overtime the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by management. For purposes of this article work week is distinguished from work schedules.

Section 4. Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 5. Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of Management to require any employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

Section 6.

Notwithstanding any other provisions of this Memorandum of Understanding:

- A. Between October 1, 1993 and June 30, 1994, only all overtime shall be compensated with compensatory time off (CTO) as provided for in subparagraphs (1) - (4) below.
- (1) To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 240 hours or 480 hours for employees working an emergency response activity or a seasonal activity as defined by Fair Labor Standards Act regulations.
 - (2) To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time CTO.
 - (3) Such CTO either (a) may be taken off at the request of an employee subject to Management approval or (b) shall be maintained "on the books".

- (4) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.
- B. All overtime worked on or after July 1, 1994, shall be subject to the overtime provisions in effect on September 30, 1993.
- C. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.
- D. CTO accrued between October 1, 1993 and June 30, 1994 shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit Management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.
- E. From July 1, 1994 through June 30, 1995, the Board of Supervisors may pay for CTO accrued between October 1, 1993 and June 30, 1994 at the rate of pay then in effect for the employee.

Section 7.

1. Notwithstanding any other provision of the MOU for overtime worked by an employee during the fire emergencies declared by the Board of Supervisors in October and November 1993, and the Northridge Earthquake Emergency declared by the Board of Supervisors in January 1994 (the "Emergencies"), an employee subject to the MOU, shall receive overtime compensation as follows for overtime worked determined by the employee's department head to be due to an Emergency.
 - A. To the extent that such time would have qualified for time and one-half compensatory time off (CTO) under the provisions of the MOU, such overtime shall be paid at the rate of time and one-half, unless the employee opts to receive time and one-half CTO.
 - B. To the extent that such time would have qualified for straight time CTO under the provisions of the MOU, such overtime shall be paid at the straight time rate of pay, unless the employee opts to receive straight time CTO.
 - C. In the event an employee opts to receive CTO, at the employee's option, such CTO time may be used or converted to pay in accordance with the provisions of Section 9A.(3) and 9C. of this Article.

- D. Nothing in this Section is intended to alter the definition of "overtime" as set forth elsewhere in the MOU, or the circumstances under which overtime compensation must be paid.
 - E. At the time the employee is asked to work the overtime, the employee shall be told by Management whether the overtime to be worked is related to an Emergency.
- 2. For purposes of this Section, the October and November 1993 fire emergencies began on October 26, 1993, and continued through November 30, 1993, and the Northridge earthquake emergency began on January 17, 1994, and will end June 30, 1994.
 - 3. It is the specific agreement of the parties that each and every other provision of this Memorandum of Understanding shall remain in full force and effect.

ARTICLE 11 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 12 GENERAL PROVISIONS

Section 1. Literature

Management agrees to give to each new employee in the Unit a post card furnished by CAPE requesting that information about CAPE be sent to his/her home.

Section 2. Reimbursement - Required Books

Management agrees to reimburse an employee for the cost of required book(s) used under provisions of the Tuition Refund Program.

Section 3. Tuition Reimbursement Plan Substitution

Management agrees that, with approval of cognizant departmental management, individual participants and different courses may be substituted during the training year for the ones contained in a department's original approved tuition reimbursement plan, provided that such substitutions continue to support the objectives and goals of the Tuition Reimbursement Program.

DPW JLMC composed of DPW Director or designee, DPW Manager, 2 employee representatives and 1 CAPE staff member to investigate and identify by March 2010 the number of employees by program that the Department approved an entire degree program and who already started the program by June 2009, each employee's progress in the program and remaining courses to be completed as well as the cost of completion of the program.

Re-opener in March 2010 & March 2011, regarding restoration and funding Tuition Reimbursement Program by Department.

ARTICLE 13 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his personnel file except as such may be part of an official permanent record. On the face of the sealed envelope it shall read, "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than two years prior removed from his/her personnel file except as such may be a part of an official permanent record.

Upon adoption of this Memorandum of Understanding by the Board of Supervisors, an employee in reviewing his/her personnel file may request and have any written reprimands issued more than two years prior removed from his/her personnel file, except as such may be a part of an official permanent record.

ARTICLE 14 BULLETIN BOARDS

Management will furnish CAPE bulletin boards or Arch-Files at all appropriate work locations which shall be used only for the following subjects:

- A. CAPE recreational, social and related news bulletins;
- B. Scheduled CAPE meetings;
- C. Information concerning CAPE elections or the results thereof;
- D. Reports of official business of CAPE including reports of committees or the Board of Directors; and
- E. Other material concerning CAPE business.

Prior to posting any material other than that listed under A, B, C, and D above, it shall be initialed by an authorized representative of both CAPE and the department head.

In cases where CAPE represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by CAPE at that work location.

ARTICLE 15 SAFETY

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. CAPE will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices and conditions in writing to their immediate supervisor and Departmental Safety Officer. The employee has the right to submit the matter in writing personally or through the area representative. The immediate supervisor and/or the Departmental Safety Officer will submit a written response to the employee.

On any matter that is not resolved by the immediate supervisor or the Departmental Safety Officer within a reasonable period of time, the area representative may confer with the Safety Officer who will respond in writing.

If the employee or the area representative is not satisfied with the response, a CAPE business representative may consult with the Chief of the Disability Benefits, Health and Safety Division of the Chief Executive Office or his/her designate. A representative of such Division shall investigate the matter and advise the department head and CAPE of his/her findings and recommendations, if any.

Management and CAPE mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 2. CAPE-Management Safety Committee - In the Department of Public Works

The parties agree that upon the Association's request to the Department's Director, there shall be created a CAPE-Management Safety Committee for that Department.

The CAPE-Management Safety Committee shall be comprised of two representatives designated by the Association, and two Management representatives designated by the Department's Director.

The Committee shall have regular meetings on a quarterly basis. Any member of the Committee may call additional special meetings of the Committee upon notifying the other Committee members one calendar week in advance.

The Committee shall have the authority to:

- a) Develop its own internal procedures
- b) Meet on County time to review the Department's safety policies and

procedures as well as to discuss incidents or situations involving the Department's employee(s)' health or safety and develop recommendations.

- c) Make recommendations to the Department's Director on these matters.
- d) Request the Department conduct an investigation into incidents or situations involving the Department's employee(s)' health and safety.

ARTICLE 16 WORK SCHEDULES

Section 1. Change of Workweek or Shift

Management will not change the scheduled workweek or daily shift time without prior notice to CAPE and consultation with CAPE upon request. Any change of workweek or daily shift time shall require a prior written notice of ten (10) working days to the concerned employee.

Nothing herein shall limit the authority of the department or district head to make assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 2. Hours of Work

The department's signatory to this Memorandum of Understanding, agree to meet and consult, upon request, with CAPE representatives, at least once annually, regarding alternate work schedules.

Section 3. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

ARTICLE 17 AFFIRMATIVE ACTION

The County's principal authorized agent or his/her authorized representative, shall, upon request, meet annually during the term of this agreement with a representative of CAPE to discuss goals and objectives of affirmative action programs as submitted to the Office of Affirmative Action Compliance.

ARTICLE 18 GRIEVANCE PROCEDURESection 1. Definition

"Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

Section 2. Responsibilities

1. CAPE will encourage an employee to discuss his/her complaint with his/her immediate supervisor in a sincere effort to resolve the complaint without the need to file a formal written grievance.
2. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time in a sincere effort to resolve the complaint.
3. CAPE and the departmental management will, upon request, advise the employee and his/her supervisor of the necessary information to process the grievance in compliance with the grievance procedure.

4. CAPE agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

Section 3. Waivers and Time Limits

1. Failure of Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement and approval of the County's "authorized agent," the grievance may revert to a prior level for reconsideration.

Section 4. General Rights and Restrictions

1. An employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings.
2. An employee may present his/her grievance to Management on County time, Provided that he/she accomplishes all phases of preparation and presentation in a reasonable and expeditious manner. In scheduling the time, place and duration of any grievance meeting, both employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management-imposed limitations in scheduling meetings.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting.
4. If an employee requests to be represented by CAPE, only authorized CAPE staff representatives as specified in Article 24, Work Access, may represent him/her in formal grievance meetings.
5. Management shall notify CAPE of any formal grievance involving the terms and conditions of this Memorandum of Understanding.

6. A CAPE representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this Memorandum of Understanding.

Section 5. Procedure

1. Informal Complaint

- A. Within five (5) business days from the occurrence of the matter on which the complaint is based or within five (5) business days from his/her knowledge of such occurrence, an employee may discuss his/her complaint in a meeting with his/her immediate supervisor.
- B. Within seven (7) business days from the day of discussion with the employee, the immediate supervisor, or in his/her absence, his/her authorized representative shall orally reply to the employee's complaint.

2. Formal Complaint - Step 1, Immediate Supervisor

- A. Within ten (10) business days of receipt of the answer from the immediate supervisor in an informal complaint, or within ten (10) business days from the occurrence of the matter on which a complaint is based or within ten (10) business days of his knowledge of such an occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of

the grievance and the remedy he/she requests. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor or his/her authorized representative shall give his/her decision in writing to the employee on the original copy of the grievance.

3. Formal Complaint - Step 2, Middle Management

- A. Within ten (10) business days from his/her receipt of the decision at Step 1, the employee may appeal to middle management. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by his/her immediate supervisor, shall be submitted.
- B. Within ten (10) business days from receipt of the grievance, the middle manager shall meet with the employee and give his/her answer in writing. The employee may be accompanied by his/her designated representative at such a meeting.

4. Formal Complaint - Step 3, Department Head

- A. Within ten (10) business days from his/her receipt of the decision at Step 2, the employee may appeal to the department head. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by the middle manager, shall be submitted.

- B. Within ten (10) business days from the receipt of the employee's grievance, the department head or his/her designated representative who has not been involved in the grievance in prior steps shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

On matters that do not concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head shall be final as to disposition of matters within his/her authority.

Section 6. Arbitration

1. Within thirty (30) days from the receipt of the written decision of the department head, or his/her designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of

Supervisors, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;

- B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to or request review by said Civil Service Commission including, but not limited to discharges, reductions, and discrimination, nor
 - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office or any other County department, agency or commission unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall, within

the time requirements set forth above, send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County department head or officer affected, which written request shall:

- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
 - B. Request that said Employee Relations Commission, pursuant to its applicable rules and regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance provided for herein.
4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If, within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition
Purpose
Implementation
Term
Renegotiation
Discrimination
Safety and Health
Payroll Deduction and Dues
Authorized Agents
Provisions of Law
Notice of Layoff
Personnel Files

Section 7. Attendance at Grievance Hearings

A CAPE representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

Section 8. Grievance Mediation

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 18, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 18, Section 6, can be submitted to grievance mediation. Both CAPE and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or CAPE may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, CAPE, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 19 GRIEVANCE GENERAL-IN- CHARACTER

In order to provide an effective mechanism whereby disagreements between CAPE and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Within ten (10) business days from the occurrence of the matter, or within ten (10) business days from its knowledge of such an occurrence, where either CAPE or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this MOU, such party may request in writing that a meeting be held with the authorized representatives of the other party who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. Within ten (10) business days of receipt of the request for such a meeting the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, the initiating party shall have the right to meet with the principal representative(s) of the other party who have authority to resolve the matter. For purposes of this provision, Management's principal representative

shall mean its Chief Executive Officer or his authorized representative, and any other County department head or his authorized representative, who has authority to resolve this matter.

- C. Within thirty (30) business days after the meeting provided in B above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 6 of Article 18, the disagreement may be submitted to arbitration in accordance with the provision of Section 6, Article 18 of this MOU.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 18 of this MOU. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this MOU affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of the individual employees. Significantly large number of employees in the unit is defined as (a) a majority of the employees in the Unit; (b) all the employees with in a department in the Unit, or (C) all the employees within a readily identifiable occupation, such as Truck Driver and Stenographer.

ARTICLE 20 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 18, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination, nor

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by outside counsel, and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within 10 working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the

County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 21 EMPLOYEE REPRESENTATIVES

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of employee representatives agreed upon by CAPE and each department. CAPE shall give each department and the Chief Executive Office a written list of the names of employees selected as employee representatives which list shall be kept current by CAPE and only employees designated as authorized employee representatives will be recognized by the County.

CAPE agrees that whatever investigation or the processing of a formal grievance is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Employee representatives desiring to leave their work location to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering other work locations, the employee representative shall inform the supervisor of the nature of his business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the employee representative will be informed when the employee will be made available. The employee representative shall perform the aforementioned duties without loss of pay.

ARTICLE 22 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused, or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 23 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class.

This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or union's written request for relief either:

appoint the employee according to Civil Service Rules; If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this Article is paid;

return the employee to an assignment in his/her own class. If such return

is made within 30 calendar days of the request for relief, no bonus under this Article is to be paid, or

pay the employee the bonus. The bonus is paid from the date of request for relief and terminates when the conditions of this Article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full-time basis.

- B. It is the intent of management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this Article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classification work, or to assign employees out-of-class for the purpose of training without any additional

compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this Article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 24 PAYROLL DEDUCTION AND DUESSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1 to September 30, 2015, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information:

Employee name, employee number, job classification, department name and name of Union from which dues deduction are to be cancelled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within 10 business days after the close of the withdrawal period.

Section 3. Agency Election

If at any time during the term of this MOU, thirty (30) percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of the MOU to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee arrangement as provided by in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The Union shall pay for the cost of the election.

If a majority of the employees in the Bargaining Unit, who casts ballots, vote in favor of an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately thereafter, the Union, through the Employee Relations Commission shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the Union a service fee as provided in G.C. 3502.5(a).

If the majority of employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4 Agency Shop

If a majority of those employees voting, vote in favor of an agency shop, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)3 of the Internal Revenue Service Code for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.

B. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable

fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be collected through payroll deduction and remitted to the union. The union shall forward such funds to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this agreement.

D. Union Responsibilities- Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-members agency fee payers in each year that the agency shop agreement is in effect.

E. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union and departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County-Auditor shall commence and continue a payroll deduction of an Agency Shop Fee from the regular pay warrants of such employee.

The effective date of deducting Union dues, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

F. Employee Lists

The Auditor-Controller will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, classification, title, item number, item sub, item step salary rate, work

location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. The employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller.

G. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 25 ASSOCIATION RIGHTSSection 1. Work Access

Authorized CAPE representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions. A CAPE representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the department head's authorization at least two (2) hours before the intended visit unless the parties mutually agree to waive notice.

CAPE shall give the department or district head affected a written list of all authorized representatives which list shall be kept current by the Association. Access to work locations will only be granted to representatives on the current list.

Section 2. Distribution of Materials

Management shall provide to each new employee entering the Unit a packet of information supplied by CAPE explaining to the employee both his/her rights under the Employee Relations ordinance and the status of CAPE as the certified majority representative for this Unit, as well as material related to the services and employee benefits programs offered by CAPE. Four times a year, CAPE may request from the department a list of new employees entering the Unit by name, classification, salary, and pay location.

Section 3. Employee List

Within 90 days of the effective date of this Memorandum of Understanding and at the request of CAPE, the County shall provide CAPE with a list of the names, employee numbers, item numbers, item titles, and department numbers of all employees in the Bargaining Unit. Every reasonable effort shall be made to provide the list in the format specified by CAPE. CAPE may request an employee list up to four times a year. An updated employee list will be provided at no charge during each year of the term of this agreement. CAPE shall pay the county \$100.00 for each additional list that it receives.

ARTICLE 26 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither CAPE nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 27 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any matter covered herein during the term of this Memorandum of Understanding.
- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.
- D. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 28 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Agreement:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: Kenneth Hahn Hall of Admin. 500 W. Temple St. Rm. 713, Los Angeles, California 90012; Telephone: (213) 974-1101), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. CAPE'S principal authorized agent shall be the CAPE Board of Directors or their duly authorized representative (Address: 1910 West Sunset Boulevard, Suite 600, Los Angeles, California 90026; Telephone: (213) 484-0400).

ARTICLE 29 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws and regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or County laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 30 EMPLOYEE RIGHTS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

Upon the request of CAPE the committee shall meet for the purpose of reviewing contracting services which are also performed by permanent employees whose classifications are contained in this unit. The County shall timely respond to information requests from CAPE addressing the subject matter of this committee. This Committee shall be comprised of the DPW Director or Deputy Director responsible for overseeing contracting services, CEO representatives and CAPE representatives. The sunset date of this Committee shall be September 30, 2015, or earlier by mutual agreement of both parties.

ARTICLE 31 NOTICE OF LAYOFFSection 1. Board Policy on Work Force Reductions

It is the intent of the parties during the term of this MOU to comply with the June 21 and April 4, 1995 Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County Positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County Employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on going efforts to find alternative placement for employees

subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 32 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided however, that the exercise of such right does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 33 INVOLUNTARY TRANSFERS

Upon the involuntary transfer of an employee in this Unit and said employee filing a grievance thereon, the employee or CAPE may unilaterally waive the first and second levels of the grievance procedure and file his/her grievance at the third level.

ARTICLE 34 POSITION CLASSIFICATION STUDY

Section 1. Definition of Authority

For the purpose of this Article, a classification study is a study by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this Article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3 Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing through the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which has the responsibility to process classification studies.

Section 4 Acknowledgment and Follow-up Reports

Management agrees that all employee-initiated classification studies shall be promptly acknowledged. It is further agreed that, if within 90 days no action has been taken on an employee-initiated study, the Department's Personnel Office shall, upon request, provide a progress report to the employee and/or to CAPE.

ARTICLE 35 CHANGE OF WORK ASSIGNMENT

During the period January 1 through January 31, a permanent, full-time employee in the Bargaining Unit assigned to the Department of Public Works who received at least a competent rating on his/her last performance evaluation, who desires to be assigned to a different work assignment within the Department of Public Works, may submit a written request for a change of work assignment to the Department's personnel office.

Requests for a change of work assignment shall be valid for one year from date of filing and must be renewed annually if the employee still desires to be considered for a change of work assignment. Beginning February, during the term of this agreement, Public Works management will review requests on file as vacancies occur and make an effort to assign those employees with requests on file to different work assignments within Public Works based on the desire of employees, the employees' qualifications, the availability of vacant assignments within their respective classifications, and the operational needs of the department.

ARTICLE 36 EMPLOYEE LISTS


The Auditor-Controller will furnish CAPE with a monthly list of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, classification title, item number, item sub, item step salary rate, work location, latest hire date, and job appointment date of all employees who never the Bargaining Unit and who are covered by this Agreement. This employee lists provided to CAPE at a cost to be determined by the Auditor-Controller.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

CALIFORNIA ASSOCIATION OF
PROFESSIONAL EMPLOYEES,
M.E.B.A., AFL-CIO

By 

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
WILLIAM T. FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS